

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
CITY OF OREGON CITY, OREGON  
Contract # 8698**

**1. PURPOSE**

This agreement is entered into between Clackamas County (COUNTY) and City of Oregon City through its police department (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of providing System Diversion, Homelessness Prevention, and Rapid Re-Housing services for homeless persons and persons at imminent or high risk of homelessness in Clackamas County.

**2. SCOPE OF WORK AND COOPERATION**

- 2.1 CITY agrees to provide System Diversion, Homelessness Prevention, and Rapid Re-Housing services for homeless persons and persons at imminent or high risk of homelessness through its police department staff. CITY will provide services as outlined in *Exhibit A: Scope of Work and Performance Standards*.
- 2.2 COUNTY agrees to provide the following:
  - 2.2.1 Provide Emergency Housing Assistance (EHA) funds to support services provided by CITY as outlined in Section III: Compensation and Records and in *Exhibit C: Budget and Output*. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder.
  - 2.2.2 Complete and submit required reports to funders in a timely manner.
  - 2.2.3 Participate in ongoing planning and coordination efforts as needed.
  - 2.2.4 Provide training and technical support as needed.

**3. COMPENSATION AND RECORD KEEPING**

- 3.1 Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section I and as described in *Exhibit A Scope of Work and Performance Standards* attached hereto.  
\$50,000 on a cost reimbursement basis for all eligible program costs as outlined in *Exhibits A, B and C*. Total maximum compensation under this contract shall not exceed **\$50,000**.
- 3.2 Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit B: Reporting Requirements and Exhibit E: Invoice Template*.

- 3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4 Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained as specified in *Exhibit F: Oregon Housing and Community Services State Homeless Funds Program (OHCS) Operations Manual, Emergency Housing Assistance Program.*
- 3.5 Access to Records. COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcripts.

#### **4. MANNER OF PERFORMANCE**

- 4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in *Exhibit D: Special Requirements*, attached and incorporated into this agreement.
- 4.2 Precedence. When a requirement is listed both in the agreement and in an exhibit to it, the exhibit shall take precedence.
- 4.3 Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY.
- 4.4 Remedies for Failure to Perform. Any failure of the CITY to comply with the terms of this agreement shall entitle the COUNTY to:
1. Terminate the agreement;
  2. Exercise the right of setoff and withhold amounts otherwise due and owing to CITY, in an amount equal to COUNTY's setoff right, without penalty; and

3. Exercise any other rights COUNTY has under law.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

## **5. GENERAL PROVISIONS**

5.1 Contact. All routine correspondence and communication regarding this agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Erika Silver, Human Services Manager, Social Services Division, 2051 Kaen Rd, Oregon City, OR 97045 (esilver@co.clackamas.or.us) (503-650-5725)

For CITY: Kelly Dilbeck, Executive Assistant, Oregon City Police Department, 320 Warner Milne Road, Oregon City, OR 97045 (Kdilbeck@orc.org) (503-496-1682)

Either party may change contact information by giving prior written notice to the other party.

5.2 Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this agreement. CITY agrees to defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and Oregon Housing and Community Services Department (OHCS) and their officers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of CITY, or its officers, employees, or agents under this agreement.

5.3 Insurance & Worker's Compensation. CITY will provide all necessary General Liability, Automotive, and Worker's Compensation insurance required by Oregon Law to perform services under this agreement, and provide proof of coverage upon request by COUNTY or OHCS.

### 5.3.1 Commercial General Liability Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

CITY shall obtain, at CITY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

### 5.3.2 Commercial Automobile Insurance

☒ Required by COUNTY ☐ Not required by COUNTY

CITY shall also obtain, at CITY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

### 5.3.3 Professional Liability Insurance

☐ Required by COUNTY ☒ Not required by COUNTY

CITY agrees to furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

5.3.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CITY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.



- 5.3.5 Additional Insured Provision. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
- 5.3.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days' written notice COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 5.3.7 Insurance Carrier Rating. Coverages provided by CITY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 5.3.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, CITY shall furnish a Certificate of Insurance to county. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 5.3.9 Primary Coverage Clarification. CITY's coverage will be primary in the event of a loss.
- 5.3.10 Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- 5.3.11 Worker's Compensation. CITY shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- 5.4 Severability. If any provision of this agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this agreement without such provision, to give effect to the intentions of the parties to the maximum extent possible.

5.5 Modifications. Any modification or change to the terms of this agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this agreement and shall be valid only when approved by the governing bodies of both parties.

5.6 Integration. This agreement contains the entire agreement between the parties concerning its subject matter.

5.7 Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this agreement and are the only parties entitled to enforce its terms.

5.8 Applicable Law. The laws of the State of Oregon govern this agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.

5.9 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.10 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.11 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

5.12 Dispute Resolution.

5.12.1 Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.

5.12.2 The parties shall negotiate in good faith to resolve any dispute arising under this agreement. Should any dispute arise between the parties concerning this agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.13 Term and Termination.

5.13.1 Term. This agreement is effective upon signature of both parties and will terminate on **June 30, 2019**, unless the parties agree in writing to extend the agreement.

5.13.2 Termination For Convenience. Either party may terminate this agreement by providing at least 30 days prior written notice to the other party.

5.13.4 Termination For Cause. Either party may immediately terminate this agreement if that party complied with Section 5.12.1 of this agreement and the other party did not cure its default within the time provided by Section 5.12.1.

5.13.5 Termination Upon Directive by OHCS. This agreement may be subject to termination upon directive to COUNTY from OHCS, and OHCS shall not be to any of the parties of agreement or to other persons for directing agreement to be terminated.

5.14 Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this agreement. No representative, agent, employee, or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties, any relationship or principal agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

5.15 Effective Date. This agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

This agreement consists of five (5) sections plus the following attachments which by this reference are incorporated herein:

Exhibit A: Scope of Work & Performance Standards

Exhibit B: Reporting Requirements

Exhibit C: Budget and Output

Exhibit D: Special Requirements

Exhibit E: Invoice Template

Exhibit F: Oregon Housing and Community Services State Homeless Funds  
Program (OHCS) Operation Manual, Emergency Housing  
Assistance Program

Exhibit G: Notice of Funding Opportunity Announcement

Exhibit H: Notice of Funding Opportunity Addendum & FAQ Addendum

Exhibit I: Notice of Funding Opportunity Application

***[SIGNATURES ON FOLLOWING PAGE]***

**CITY OF OREGON CITY**  
Dan Holladay, Mayor

Signing on Behalf of the Mayor & Council:

\_\_\_\_\_  
Anthony J. Konkol III, City Manager

\_\_\_\_\_  
Date

Approved as to Content:

\_\_\_\_\_  
Bill Kabeiseman, City Attorney  
Bateman Seidel Miner Blomgren Chellis & Gram, P.C.

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

Signing on behalf of the Board:  
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services Departm

\_\_\_\_\_  
Date

Approved as to Content:

\_\_\_\_\_  
  
Brenda Durbin  
Social Services Division Director

\_\_\_\_\_  
6-18-18  
Date

Approved as to Form:

\_\_\_\_\_  
  
Kathleen Rastetter, Senior County Counsel

\_\_\_\_\_  
6/13/18  
Date

## **EXHIBIT A**

### **SCOPE OF WORK AND PERFORMANCE STANDARDS**

#### **A. GENERAL SCOPE OF SERVICES**

CITY will provide System Diversion, Homelessness Prevention, and Rapid Re-Housing services for homeless persons and persons at imminent or high risk of homelessness. CITY shall comply with all requirements of COUNTY and the Oregon Housing and Community Services Department (OHCS) as amended and specified in Exhibits F, G, H and I.

CITY shall administer the program in a manner consistent with program requirements designed to achieve the performance goals as outlined in Exhibit C: Budget and Outputs, Section C. Outcomes/ Performance Measures.

CITY shall administer the program in a manner satisfactory to COUNTY and OHCS in compliance with all the program requirements, including but not limited to the following terms and conditions:

- 1) CITY shall not bill COUNTY for administrative or overhead costs on this project.
- 2) CITY shall assure that program funds are used only for program services consistent with program requirements.
- 3) CITY shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding. A Department determined portion of program funds shall be allocated to exclusively serve veterans in compliance with House Bill 2417.
- 4) CITY shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 5) CITY shall conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and OHCS program requirements.
- 6) CITY shall serve only certified households whose eligibility has been determined in compliance with program requirements. CITY is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY/OHCS within 30 days upon written demand from COUNTY/OHCS.
- 7) CITY shall provide program services only to eligible households who are homeless or at risk of homelessness.
- 8) CITY shall assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, that are homeless or unstably housed and at risk of becoming homeless.
- 9) CITY shall meet OHCS recordkeeping requirements for the adequate documentation of homeless, at risk of homelessness and veteran status when determining the eligibility of households served with program funds.

- 10) CITY shall require all program participants as appropriate, to participate in programs or activities that shall increase household self-sufficiency.
- 11) CITY shall re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 12) CITY may utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by COUNTY & OHCS in.
- 13) CITY shall have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings shall be handled by the COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 14) CITY may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 15) CITY shall be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
  - a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
  - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members, or friends or family members of employees or board members apply for program services.
  - c) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY & OHCS.
  - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY & OHCS.
- 16) CITY shall assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to COUNTY & OHCS. This includes, but is not limited to, documentation of meeting the homeless definition in compliance with department documentation standards.
- 17) CITY shall allow COUNTY & OHCS access to, or furnish, whatever information and/or documentation is necessary for COUNTY & OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. CITY shall permit representatives of COUNTY & OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

18) CITY shall retain all program records pertinent to client services and expenditures incurred in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules. Find the OHCS Special Schedule at the Oregon State Archives:

(<http://arcweb.sos.state.or.us/pages/recmgmt/sched/state.html>);

Find the State Agency General Records Retention Schedules at the Oregon State Archives:

([http://arcweb.sos.state.or.us/pages/rules/oars\\_100/oar\\_166/166\\_300.html](http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_166/166_300.html)).

CITY shall retain and keep accessible all such **fiscal records**, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of EHA, SHAP and/or LIRHF funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to, EHA, SHAP, and LIRHF.

CITY shall retain and keep accessible all such **program records**, client records, books, documents, papers, plans, and writing for a minimum of **five (5) years** after final payment to client.

## B. COORDINATED HOUSING ACCESS (CHA)

CITY will be trained in administering the Coordinated Housing Assessment (CHA).

When people in need of housing services make initial contact directly with a provider:

- The provider will have the flexibility to determine the best type, level and duration of intervention (System Diversion, Homeless Prevention or Rapid Re-Housing) based on each individual situation in order to serve people in crisis rapidly.
- If CITY determines that a particular household's level of need is more than the capacity available, then a full Coordinated Housing Assessment must be completed so that the household can access the type, level and duration of services that will best meet their needs.
- If the person identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the homeless household must be provided the option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, unaccompanied homeless youth, and veterans.

CITY also must accept referrals from CHA.

Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact in order to streamline service access and provide trauma informed services to participants.

## C. EMERGENCY HOUSING ASSISTANCE (EHA) FUNDS

When using Emergency Housing Assistance (EHA) funds, CITY shall serve only certified households whose eligibility and ongoing service documentation has been determined using EHA program eligibility criteria as stated in **Exhibit F** as amended and found electronically at:



<https://www.oregon.gov/ohcs/CRD/hss/State-Homeless-Programs-Operations-Manual-FINAL-5-1-17m.pdf>

and

Oregon Housing and Community Services Department OAR 813.046 DIVISION 46 EMERGENCY HOUSING ASSISTANCE (EHA) as amended and OAR 813.240 [DIVISION 240 HOMELESS ASSISTANCE](#) as amended, both found electronically at:  
<http://arcweb.sos.state.or.us/pages/rules/access/numerically.html>

Provide the type, level and duration of service that will address participants need as quickly as possible and for as short a time and as low of a cost as possible.

When homelessness prevention or rapid re-housing are provided, issue payments to landlords as quickly as possible.

Submit all required financial and demographic information per established timelines.

## **1. Service Categories**

### **a. Homelessness Prevention**

A strategy that prevents people from becoming homeless by providing financial assistance and services. Since this is homelessness prevention and not eviction prevention, local data will be used to focus on individuals and families who it can reasonably be assumed would become homeless without this assistance.

EHA funds can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing. Eligible services include, but are not exclusive to:

- (a) Housing costs such as rent payments and arrearages\*, utility payments and arrearages, moving costs, landlord required deposits and application fees;
- (b) Supplemental rent subsidy for clients receiving HOME TBA assistance.
- (c) Case management and housing relocation assistance; and
- (d) Self-sufficiency activities including education and training in such areas as personal finance and budgeting, job search, and literacy.

### **b. Rapid Re-Housing**

A strategy that shortens the length of homelessness by providing short-term financial assistance and services to help people who are homeless access and maintain permanent and stable rental housing quickly.

EHA funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing. Eligible services include, but are not exclusive to:

- (a) Housing costs such as rent payments and arrearages\*, utility payments and arrearages, moving costs, landlord required deposits and application fees;
- (b) Supplemental rent subsidy for clients receiving HOME TBA assistance.
- (c) Case management and housing relocation assistance; and
- (d) Self-sufficiency activities including education and training in such areas as personal finance and budgeting, job search, and literacy.

**c. System Diversion**

A strategy that prevents people who are homeless or at imminent risk of homelessness from entering the homeless system by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent/stable housing. System diversion typically involves activities that are similar to either Homelessness Prevention or Rapid Re-Housing, but also includes creative problem solving that may not fit either service category.

Note\*: Rent arrearage is defined as: past due rent owed to a current or previous landlord. If arrears are owed to a previous landlord, these arrears may be paid, but only when there is documented evidence that payment of those arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing. Payment of arrears is restricted to a one-time payment for up to 6 month's past due rent.

**2. Eligibility**

Eligible applicants for program services must meet one of the following categorical definitions of homeless and at risk of homelessness as described in **Exhibit F**:

**Category 1: Literally Homeless**—Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); OR
- Exiting an institution where he or she has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes**—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

**Category 5: Unstably Housed**—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

**3. Income Eligibility**

EHA-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income. Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **AND** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income.

HUD 2018 Persons	80% Area Median Income	
	Annual Income	Monthly Income
1	\$45,600	\$3,800
2	\$52,160	\$4,347
3	\$58,640	\$4,887
4	\$65,120	\$5,427
5	\$70,400	\$5,867
6	\$75,600	\$6,300
7	\$80,800	\$6,733
8	\$86,000	\$7,167

Area median income may be adjusted for 2019.

#### **D. PROJECT EXPECTATIONS**

CITY will serve the minimum households as indicated in **Exhibit C: Budget & Output**.

**Approach** – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement and Person-Centered Care.

**Schooling** – All school-aged children will be enrolled in and attending school.

**Screening** – 100% of participant households served will be screened to determine whether they are accessing all entitlement benefits they are eligible for including but not limited to TANF, SNAP, OHP, WIC, veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing entitlement benefits shall be assisted in enrolling in entitlement benefits should they choose to do so.

#### **E. SERVICE BOUNDARIES**

Services provided by CITY are reserved for Clackamas County residents who meet the EHA eligibility guidelines as specified in **Exhibit F**. Persons who are literally homeless and who may be sleeping in areas in which the County boundary is unclear will also be eligible if they are accessing services such as schools, meal sites, etc. in Clackamas County. Persons currently residing in neighboring counties who were recently residing in, employed in or otherwise have strong ties to Clackamas County will also be eligible.

#### **F. HOMELESS DATABASE INFORMATION SYSTEM (HMIS)**

CITY will enter into formal agreements outlining requirements for the access and use of HMIS with the **Clackamas County Community Development Department**, including Privacy Notice, User Agreements, and a CITY Agreement.

CITY shall only use and access COUNTY'S HMIS for the sole purpose of program implementation as outlined in this agreement. CITY shall not utilize HMIS for law enforcement purposes. Access and use of HMIS by CITY is limited to CITY'S Homeless Liaison Officer. Homeless Liaison Officer shall attend required HMIS & Coordinated Housing Access (CHA) trainings conducted by COUNTY.

**EXHIBIT B****REPORTING REQUIREMENTS****A. PROGRAM SPECIFIC REPORTING**

1. CITY shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements. CITY must perform their own HMIS data entry.
2. CITY shall comply with tracking the programs funded through this agreement through separate and distinct providers in HMIS as directed by COUNTY. The name(s) of provider(s) to be used for this agreement will be provided by COUNTY to CITY at contract execution. Each funding stream may have its own provider group(s) and CITY shall not enter HMIS data from more than one funding stream into one provider group.

<b>2 PROVIDER GROUPS IN HMIS</b>		
HMIS Provider Name	AT RISK	HOMELESS
State EHA Homeless Categories	2, 3, 4, 5	1, 2, 3
Description	Prevention + Problem Solving	Diversion + Rapid Re-Housing
Questions when determining which provider group to enter client	Direct questions on determining which provider group to enter to COUNTY Program Manager: Erika Silver, <a href="mailto:esilver@clackamas.us">esilver@clackamas.us</a>	
Entry/Exit	CITY shall Enter and Exit clients if moving between categories when condition/situation changes to demonstrate length of time client has used each provider groups.	
6 month follow-up report	A follow-up assessment will be completed by CITY which will report where the client is 6 months after they exit a program. CITY will not be required to conduct the 6 month follow-up if client exit dates occur after January 1, 2019.	

3. CITY shall ensure that data on all persons served and all activities assisted under this agreement are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If CITY is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
4. CITY shall assure that data entry into HMIS occurs in an accurate and timely manner. COUNTY will work with CITY in acquiring Service Point Homeless Management Information System (HMIS) licenses and providing training to CITY staff to enter electronically. Once CITY is performing the data entry into HMIS, it will no longer be necessary to submit the completed hardcopy HMIS Data Collection Forms for Entry and Exit to COUNTY. Prior to receiving HMIS training, COUNTY may elect to have CITY complete paper HMIS forms for Entry and Exits into provider programs described in Exhibit B.
5. The completed HMIS Data Collection Forms must be submitted to COUNTY through a secure e-mail system with password protection. If CITY does not have a secure password protected system set up, or until CITY has received HMIS training and orientation provided by COUNTY, CITY shall make arrangements to hand-deliver HMIS forms weekly to COUNTY Social Services front desk employees. HMIS forms shall only be delivered by the Homeless Liaison Officer that has completed HMIS training and orientation, and must be in a large envelope marked 'Confidential'.

Homeless Liaison Office must notify COUNTY Social Services staff of the confidential nature of the HMIS forms when completing hand-delivery.

6. CITY shall make every effort to collect HMIS data that is legible (when on paper forms) and as complete as possible, with all HMIS provider assessment questions on Entry & Exit forms answered by clients, or marked 'refused to answer' when appropriate. The Federal Department of Housing and Urban Development (HUD) requires that missing data contain no more than 10% null data.
7. CITY shall maintain and provide to COUNTY as requested information as required by state and federal funding sources for reporting purposes. Information requested will comply with all state and federal laws regarding client confidentiality.
8. Supporting documentation must be retained on-site, e.g., service records and sign-in logs.

**B. INVOICING**

CITY, through designated staff, shall submit to COUNTY a monthly invoice that specifies all expenditures for each month and the total amount requested based on **Exhibit C**. The invoice is to include copies of receipts to substantiate the rents, deposits paid and other eligible client assistance. The invoice shall include the contract number. CITY may use the invoice template provided in **Exhibit E** or COUNTY-approved equivalent produced by CITY.

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion shall not exceed **\$50,000** based on **Exhibit C**.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15<sup>th</sup> of each month preceding the reporting period.

Invoices and reporting shall be submitted to:

Clackamas County Social Services Division  
Attn: Jessica Diridoni  
PO Box 2950  
Oregon City, Oregon 97045

Or electronically to: [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)

Within thirty (30) days after receipt of a correct invoice, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CITY.

## EXHIBIT C

### BUDGET & OUTPUT

#### A. BUDGET

Total maximum compensation under this contract shall not exceed **\$50,000**.

COUNTY will pay CITY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in *Exhibit A, B & C*, up to a maximum compensation of **\$50,000** EHA funds.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

#### B. ELIGIBLE & NON-ELIGIBLE COSTS

Eligible costs include items below and as listed/amended for EHA in **Exhibit F**.

- Participant rent
- Participant move-in costs
- Rental application fees
- Utility deposits necessary to establish service
- Other one-time expenditures such as identification that will remove barriers to permanent housing placement or housing stability when no other resources are available.
- Expenditures related to employment or employment training that will support participants to increase their incomes. Examples include work clothes and textbooks for vocational training courses when no other resources are available.
- Personnel salaries, taxes and benefits proportional to time needed to deliver the proposed services, not to exceed the maximum percentage for the corresponding service element.
- Mileage reimbursement at organization's standard rate, not to exceed federal rate, for direct service personnel travel directly related to delivering services in this project, and not to exceed the maximum percentage for the corresponding service element.

Non-Eligible costs:

- Administrative and/or overhead expenses.
- Gift cards.

#### C. OUTCOMES/PERFORMANCE MEASURES

**Homeless System Diversion** – At least 3 households or 20% of households requesting shelter or homeless housing through the Coordinated Housing Access system, whichever is smaller, are diverted from entering the system.

**Homelessness Prevention** – At least 80% of households served are permanently housed at exit and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.\*

**Rapid Re-Housing** – At least 60% of households exit to permanent housing and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.\*

COUNTY acknowledges that some households may enter services later in the project period and that it may not be possible to complete this measure for all households. The measure applies to those households whose subsidy ends on or before March 31, 2019.

**Budget and Output Template****System Diversion, Homelessness Prevention and Rapid Re-Housing**

<b>Applicant:</b>	Oregon City Police Department
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Estimated Project Period: 1/1/2018-6/30/2019

**Budget Summary**

Homeless System Diversion Proposed Amount (20%)	\$ 10,000.00
Homelessness Prevention Proposed Project Amount (40%)	\$ 20,000.00
Rapid Re-Housing Proposed Amount (40%)	\$ 20,000.00
<b>Total</b>	<b>\$ 50,000.00</b>

**Proposed Project Budget and Output Detail** (do not fill in the shaded cells)

Allowable Costs by Element	Amount Requested	Projected Total Households	Projected Total Persons
<b>Homeless System Diversion</b>		3.00	9.00
Participant rent and deposits	\$ 8,010.00		
Other eligible client assistance	\$ 982.00		
Personnel & mileage (up to 50% of total)	\$ 1,008.00		
Personnel FTE - enter number of full-time employees	0.00		
<b>Homelessness Prevention</b>		3.00	9.00
Participant rent and deposits	\$ 16,815.00		
Other eligible client assistance	\$ 3,185.00		
Personnel & mileage (up to 25% of total)	\$ 0.00		
Personnel FTE - enter number of full-time employees	0.00		
<b>Rapid Re-Housing</b>		3.00	5.00
Participant rent and deposits	\$ 16,815.00		
Other eligible client assistance	\$ 3,185.00		
Personnel & mileage (up to 25% of total)	\$ 0.00		
Personnel FTE - enter number of full time employees	0.00		
<b>Grand Total</b>	<b>\$ 50,000.00</b>	<b>9.00</b>	<b>23.00</b>

**(Optional) Additional Resources Committed to Project**

Service	Value	Source	Cash or In-Kind
<b>Homeless System Diversion</b>			
OCPD Project Staffing	\$ 93,750.00	City of Oregon City	In-Kind
<b>Homelessness Prevention</b>			
OCPD Project Staffing	\$ 93,750.00	City of Oregon City	In-Kind
<b>Rapid Re-Housing</b>			
OCPD Project Staffing	\$ 93,750.00	City of Oregon City	In-Kind
<b>Total</b>	<b>\$ 281,250.00</b>		



**EXHIBIT D**

**SPECIAL REQUIREMENTS**

1. CITY certifies to the best of its knowledge and belief that neither it nor any of its principals:
  - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CITY;
  - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the CITY is unable to certify to any of the statements in this certification, such CITY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, CITY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. CITY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

CITY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. CITY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. CITY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. CITY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

7. CITY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. CITY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CITY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) CITY's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
  - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - (e) Notifying the CITY within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
  - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
9. Confidentiality. Any and all information regarding any individual serviced by the Project is strictly confidential. All provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County. Client information (including identifying the person as a client) should not be released without written authorization from the client. Applicants are required to have a signed agency Release of Information (ROI) form for all clients authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Release forms must be time-limited and specific as to with whom and what information will be shared. ROI's must be obtained from all participants to CITY and COUNTY (Social Services Division). Oregon Housing & Community Services Department (OHCS) must be routinely listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews).

**EXHIBIT E**  
**INVOICE TEMPLATE (To be provided as an electronic Excel file)**

**INVOICE**  
**System Diversion, Homelessness Prevention and Rapid Re-Housing**

Contractor: Oregon City (Police Department)

Invoice Date: \_\_\_\_\_

Address: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Address: \_\_\_\_\_

Service Period: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract #: **8698**

Submit invoice to: Clackamas County Social Services Division, Jessica Diridoni, jdiridoni@clackamas.us

Budget Summary		Projected HH For Contract Term	Projected Persons For Contract Term
Homeless System Diversion Proposed Amount (20%)	\$ 10,000	3	9
Homelessness Prevention Proposed Project Amount (40%)	\$ 20,000	3	9
Rapid Re-Housing Proposed Amount (40%)	\$ 20,000	3	5
<b>Total</b>	<b>\$ 50,000</b>	<b>9</b>	<b>23</b>

Budget and Output Detail				Cumulative Total	
Complete yellow cells only. Do not fill in shaded cells.					
Allowable Costs by Element	Budget	Year to Date Charges	Current Invoice Charges	Number of Households Served	Number of Persons Served
<b>Homeless System Diversion</b>					
Participant rent and deposits	\$ 8,010.00				
Other eligible client assistance	\$ 982.00				
Personnel & mileage (up to 50% of total)	\$ 1,008.00				
<b>HSD Total</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Homelessness Prevention</b>					
Participant rent and deposits	\$ 16,815.00				
Other eligible client assistance	\$ 3,185.00				
Personnel & mileage (up to 25% of total)	\$ -				
<b>HP Total</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Rapid Re-Housing</b>					
Participant rent and deposits	\$ 16,815.00				
Other eligible client assistance	\$ 3,185.00				
Personnel & mileage (up to 25% of total)	\$ -				
<b>RRH Total</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Grand Total</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>

<b>Invoice Total:</b>	<b>\$ -</b>
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**CERTIFICATION**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT F

**Oregon Housing and Community Services**

**State Homeless Funds  
Program Operations Manual**

Emergency Housing Assistance (EHA)  
State Homeless Assistance Program (SHAP)  
Low Income Rental Housing Fund (LIRHF)

Prepared by: Oregon Housing and Community Services Department  
**May 1, 2017**

725 Summer St NE, Salem, OR 97301  
(503) 986-2000, FAX (503) 986-2020, TTY (503) 986-2100  
[www.ohcs.oregon.gov](http://www.ohcs.oregon.gov)



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## 1. Program Summary

**Emergency Housing Assistance (EHA)** provides state funds to supplement effective existing local programs and/or establish new programs designed to prevent and reduce homelessness. EHA funds are available for the following program components: street outreach, emergency and transitional shelter; transitional housing; homelessness prevention; supportive in-home services; rapid re-housing; data collection; and community capacity building designed to enhance, expand or sustain homeless services.

The **State Homeless Assistance Program (SHAP)** provides operational support for emergency shelters and related client supportive services for homeless individuals, families and households. SHAP funds are available for the following program components: street outreach, emergency and transitional shelter; and data collection.

The **Low Income Rental Housing Fund (LIRHF)** program provides short-term and medium term rental assistance to very low income tenants who are unstably housed and at risk of homelessness. Assistance includes rent payments, housing related deposits and rent arrears\*. Funds are available for the following program components: homelessness prevention; rapid re-housing; and data collection..

**Note\*:** See Allowable Program Components and Expenditures section for definition of rent arrears.

**EHA** program funding comes from legislatively approved state general funds and the Document Recording Fee (DRF). EHA general funds are allocated on a biennial basis and DRF funds are distributed quarterly. The legislatively approved portion of DRF funding for Veterans requires separate tracking and reporting of Veteran clients and expenditures

**SHAP** and **LIRHF** program funding comes from legislatively approved state general funds allocated on a biennial basis.

## 2. Client Eligibility

Table 1: Client Eligibility Table			
	Emergency Housing Assistance (EHA)	State Homeless Assistance Program (SHAP)	Low Income Rental Housing Fund (LIRHF)
Homeless Status	<ul style="list-style-type: none"> <li>literally homeless</li> <li>imminent risk</li> <li>other federal statutes</li> <li>fleeing DV</li> <li>unstably housed</li> </ul>	<ul style="list-style-type: none"> <li>literally homeless</li> <li>other federal statutes</li> <li>fleeing DV</li> </ul>	<ul style="list-style-type: none"> <li>literally homeless</li> <li>imminent risk</li> <li>other federal statutes</li> <li>fleeing DV</li> <li>unstably housed</li> </ul>
Income Requirement	80% or below area median income	no income requirements	50% or below area median income

**(A) Household Composition**

Homeless households are eligible to receive **EHA**, **SHAP** and **LIRHF** funded services; and unstably housed households can receive **EHA** and **LIRHF** services. "Household" means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit. Legislatively targeted populations for **EHA** include veterans, seniors over 65 years of age, disabled persons, farmworkers, and Native Americans.

**(B) Housing Status**

Eligible applicants for program services must meet one of the following categorical definitions of homeless and at risk of homelessness:

**Category 1: Literally Homeless**—Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); **OR**
- Exiting an institution where he or she has resided for 90 days or less **AND** who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes**—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; **AND**



- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; **AND**
- Lacks the resources or support networks to obtain other permanent housing.

**Category 5: Unstably Housed**—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; **AND**
- Lack the resources or support networks to obtain other permanent housing.

**(C) Income**

There is no income eligibility requirement for **SHAP** funded assistance.

**EHA**-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income.

**LIRHF**-funded rental assistance requires applicants to be very low income; i.e., gross household income at or below 50% of area median income.

Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **and** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income.

**(D) Veteran Status**

Eligible applicants for **EHA DRF** veterans funding must meet one of the following conditions as documented with original discharge papers or DD214 Identification:

- (1) Served on active duty with the Armed Forces of the United States for a specified period of time as further defined in ORS 408.225 and was discharged or released from active duty under honorable conditions;
- (2) Received a combat or campaign ribbon or an expeditionary medal for service in the Armed Forces of the United States and was discharged or released from active duty under honorable conditions; **OR**
- (3) Is receiving a non-service-connected pension from the United States Department of Veterans Affairs.

**(E) *Citizenship and Residency***

There is no client citizenship or residency requirement to be eligible for EHA-, SHAP- and LIRHF-funded assistance.

**(F) *Eligibility Documentation***

- (1) Housing status and income verification and related documentation must be obtained and available in client files. In the case where client files are collected and maintained electronically, required documentation must be made available to OHCS in paper form when requested.
- (2) OHCS requires program staff to comply with the following general documentation standards listed in order of preference:
  - **Third-party documentation**, where it is available, is the preferable form of documentation. Third party documentation can include employer, landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.
  - **Intake Worker Observation** may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the Intake Worker. Where the Intake Worker is not able to obtain a written or oral statement from a social worker, case manager, or other appropriate official at an institution, shelter, or other facility, the Intake Worker must document in the case file his or her due diligence in attempting to obtain a statement from the appropriate official.
  - **Participant Self-Certification** requires a written and signed document by the individual or head of household seeking assistance attesting to the facts for which they are certifying. A third-party may be designated by a participant to sign documents on their behalf when they are unable to do so. It is the responsibility of the subgrantee agency to provide access to language interpretation services and assistive devices necessary for participants to understand the documents they are certifying.

**3. Allowable Program Components and Expenditures**

**EHA, SHAP and LIRHF** can be used in **one or more** of the following eight program components, in accordance with Table 2:

- (A) Street Outreach
- (B) Emergency & Transitional Shelter (inclusive of motel/hotel vouchers)
- (C) Transitional Housing
- (D) Homelessness Prevention
- (E) Rapid Re-housing
- (F) Supportive In-Home Services

(G) Community Capacity Building

(H) Data Collection

**NOTE: LIRHF Funding**

The Low Income Rental Housing Fund can only be used to provide very low income (50% AMI) households with rent-related assistance and data collection within the homelessness prevention and rapid re-housing program components.

**NOTE: Veteran Services**

Services funded with **EHA DRF Veterans** funds include all service components available through the general EHA program, but are restricted to eligible clients that meet the EHA definition of veteran as documented by official discharge papers or DD214 Identification. Additional services may include, but are not exclusive to, coordination and linkage with Veterans benefit and advocacy programs; cost of acquiring and/or expediting DD214 documentation; and financial assistance (deposits, credit reports, etc.) to increase access to housing, including utilization of VASH vouchers.

**(A) Street Outreach**

**EHA** and **SHAP** funding can pay for street outreach services for the specific purpose of reaching out to unsheltered homeless people; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. Eligible services include, but are not exclusive to:

- (a) Conducting an initial assessment of applicant needs and eligibility;
- (b) Providing crisis counseling;
- (c) Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries;
- (d) Actively connecting and providing information and referrals to needed services;
- (e) Cell phone costs of outreach workers;
- (f) Case management activities;
- (g) Emergency health services to the extent that other appropriate services and treatment are unavailable or inaccessible within the community;
- (h) Emergency mental health services to the extent that other appropriate services and treatment are unavailable or inaccessible within the community; and
- (i) Travel expenses incurred by outreach workers, social workers, medical professionals or other service agency employees during the provision of allowable street outreach services.

**(B) Emergency Shelter**

**EHA** and **SHAP** funding can pay for the costs of maintaining and operating **Emergency Shelter** facilities whose primary purpose is to provide a temporary or transitional shelter to homeless households in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements\*.

Emergency shelter types may include:

- **Day Shelters:** temporary daytime accommodations and services for individuals and families who meet the definition of literally homeless as described under Client Eligibility and are sleeping on the streets, lack a fixed, regular and adequate nighttime shelter and/or are living in an emergency shelter.
- **Transitional Shelters:** emergency shelter projects with a primary purpose to provide temporary or transitional shelter and essential services to all eligible clients in general and/or for specific populations of the homeless. They do not require occupants to sign leases or occupancy agreements. Some transitional shelter programs have a comprehensive service focus and participants may stay for longer than 3 or 6 months.
- **Mass Shelters:** high volume, high turnover emergency shelters where multiple individuals and/or family households sleep in a large room with multiple beds.
- **Hotel/Motel Vouchers:** used as emergency shelter in those areas and times when no emergency shelter is available.

**\*NOTE:** Occupancy Agreements do not refer to a participant's agreement to shelter facility rules and expectations of behavior (e.g., code of conduct).

(1) Shelter Facility Operations

**EHA** and **SHAP** funding can pay for the costs of maintaining and operating a facility whose primary purpose is to provide temporary or transitional shelter to the general homeless or specific populations of the homeless. Eligible facility costs include, but are not exclusive to:

- (a) Facility acquisition, conversion or rehabilitation costs\*;
- (b) Lease or rent payments;
- (c) Utilities;
- (d) Security equipment or service;
- (e) Janitorial supplies and service;
- (f) Facility management;
- (g) Repairs; and
- (h) Furnishings, etc.

**NOTE:** Shelter facility new construction is **NOT** an eligible expenditure.

**\*NOTE:** If rehabilitation or conversion costs exceed the limits identified in Exhibit C of the Master Grant Agreement, prior approval by OHCS is required. Prior approval of facility acquisition is required, regardless of cost.

(2) Shelter Resident Support Services

**EHA** and **SHAP** funding can pay to meet the essential needs of shelter residents to stabilize their housing situation and facilitate transition out of shelter into more stable housing. Eligible support service costs include, but are not exclusive to:

- (a) Intake and case management including pre-eligibility determination for housing and other needed services;
- (b) Housing relocation (e.g., first and last month's rent payments and arrearages\*, application fee, security deposit, utility deposit);
- (c) Food and clothing;
- (d) Crisis intervention/counseling;
- (e) Transportation; and
- (f) Information and linkage to longer term services, etc.

**NOTE:** Support services must be made available to households receiving hotel or motel vouchers to ensure quick and successful transition to more stable housing.

**\*NOTE:** Rent arrearage is defined as: past due rent owed to a current or previous landlord. If arrears are owed to a previous landlord, these arrears may be paid, but only when there is documented evidence that payment of those arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing. Payment of arrears is restricted to a one-time payment for up to 6 month's past due rent.

**(C) *Transitional Housing***

**EHA** funding can pay for temporary housing and services intended to facilitate a homeless household's transition to permanent housing within a reasonable amount of time (usually less than 24 months). Transitional Housing is designed to provide interim support to successfully move to and maintain permanent housing. In contrast to transitional shelter, transitional housing requires program participants to sign leases or occupancy agreements.

Eligible services include, but are not exclusive to:

- (1) Transitional housing operational costs such as rent, maintenance, security, utilities;
- (2) Transitional housing unit(s) acquisition, conversion or rehabilitation costs\*;
- (3) Housing relocation assistance, including staff time locating permanent housing and related upfront housing costs, such as application fees, moving costs, deposits;
- (4) Case management; and
- (5) Education and training in such areas as personal finance and budgeting, job search and literacy.

**NOTE:** Transitional housing unit(s) new construction is **NOT** an eligible expenditure.

**\*NOTE:** If rehabilitation or conversion costs exceed the limits identified in Exhibit C of the Master Grant Agreement, prior approval by OHCS is required. Prior approval of transitional housing unit(s) acquisition is required, regardless of cost.

**(D) Homelessness Prevention**

**EHA** and **LIRHF** can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing. Eligible services include, but are not exclusive to:

**1) EHA**

- (a) Housing costs such as rent payments and arrearages\*, utility payments and arrearages, moving costs, landlord required deposits and application fees;
- (b) Supplemental rent subsidy for clients receiving HOME TBA assistance.
- (c) Case management and housing relocation assistance; and
- (d) Self-sufficiency activities including education and training in such areas as personal finance and budgeting, job search, and literacy.

**2) LIRHF**

- (a) Short-term rent assistance, defined as three months or less, and medium-term rent assistance, defined as more than three months, but not exceeding twenty-four months; and
- (b) Application fees, landlord required deposits, utility deposits and utility and rent arrearages\* required for move into permanent housing;

**Note\*:** Rent arrearage is defined as: past due rent owed to a current or previous landlord. If arrears are owed to a previous landlord, these arrears may be paid, but only when there is documented evidence that payment of those arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing. Payment of arrears is restricted to a one-time payment for up to 6 month's past due rent.

**(E) Rapid Re-Housing**

**EHA** and **LIRHF** funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing. Eligible services include, but are not exclusive to:

**(1) EHA**

- (a) Housing costs such as rent payments and arrearages\*, utility payments and arrearages, moving costs, landlord required deposits and application fees;
- (b) Supplemental rent subsidy for clients receiving HOME TBA assistance.
- (c) Case management and housing relocation assistance; and
- (d) Self-sufficiency activities including education and training in such areas as personal finance and budgeting, job search, and literacy.

**(2) LIRHF**

- (a) Short-term rent assistance, defined as three months or less, and medium-term rent assistance, defined as more than three months, but not exceeding twenty-four months; and

- (b) Application fees, landlord required deposits, utility deposits and utility and rent arrearages\* required for move into permanent housing.

**Note\*:** Rent arrearage is defined as: past due rent owed to a current or previous landlord. If arrears are owed to a previous landlord, these arrears may be paid, but only when there is documented evidence that payment of those arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing. Payment of arrears is restricted to a one-time payment for up to 6 month's past due rent.

**(F) Supportive In-Home Services**

**EHA** funding can pay for supportive services designed to enable persons to continue living in their own homes when in-home supportive programs are not available in their service area. Eligible services include, but are not exclusive to:

- (3) Housing modifications to address mobility or safety barriers;
- (4) Life skills training and assistance;
- (5) Short-term personal care assistance;
- (6) Needs assessment and linkage with appropriate health care management and safety services; and
- (7) Linkage with family support and/or community social support networks.

**(G) Community Capacity Building**

**EHA** funding can pay for programs, activities and projects that expand homeless prevention and/or intervention program capacity, including emergency shelter, rapid re-housing, and transitional housing. **Use of EHA funding for capacity building must have OHCS approval prior to implementation.** Allowable activities include, but are not exclusive to:

- (1) Convening stakeholders and facilitating community planning to increase shelter beds;
- (2) Developing service agreements with partner organizations to increase homeless access to mental health/substance abuse services;
- (3) Developing peer support programs to expand/enhance staff-provided client services; and
- (4) Networking with public and private landlords to increase the supply of permanent housing for homeless households.

**(H) Data Collection**

**EHA, SHAP, and LIRHF** funding may be used to support staff and related costs necessary to collect and report shelter bed nights, client services, client demographic data, performance outcomes and other reporting requirements. Eligible data collection costs include, but are not exclusive to:

- (1) HMIS licenses;

- (2) Data entry;
- (3) Equipment upgrade; and
- (4) Staff training, etc.

<b>Table 2: Allowable Program Components and Expenditure Table</b>			
	<b>Emergency Housing Assistance (EHA)</b>	<b>State Homeless Assistance Program (SHAP)</b>	<b>Low Income Rental Housing Fund (LIRHF)</b>
Street Outreach	<b>Yes</b> <ul style="list-style-type: none"> <li>cost of engaging and connecting unsheltered households</li> </ul>	<b>Yes</b> <ul style="list-style-type: none"> <li>cost of engaging and connecting unsheltered households</li> </ul>	<b>No</b>
Emergency and Transitional Shelter	<b>Yes</b> <ul style="list-style-type: none"> <li>operations</li> <li>resident services</li> <li>hotel/motel vouchers</li> <li>facility acquisition*, conversion or rehabilitation</li> </ul>	<b>Yes</b> <ul style="list-style-type: none"> <li>operations</li> <li>resident services</li> <li>hotel/motel vouchers</li> <li>facility acquisition*, conversion or rehabilitation</li> </ul>	<b>No</b>
Transitional Housing	<b>Yes</b> <ul style="list-style-type: none"> <li>operations</li> <li>housing relocation</li> <li>client supportive services</li> <li>TH acquisition*, conversion or rehabilitation</li> </ul>	<b>No</b>	<b>No</b>
Homelessness Prevention	<b>Yes</b> <ul style="list-style-type: none"> <li>client housing costs</li> <li>client supportive services</li> <li>supplemental rent subsidy</li> <li>housing relocation</li> </ul>	<b>No</b>	<b>Yes (limited)</b> <ul style="list-style-type: none"> <li>rent assistance up to 24 months</li> <li>client move-in housing costs</li> </ul>
Rapid Re-Housing	<b>Yes</b> <ul style="list-style-type: none"> <li>client housing costs</li> <li>client supportive services</li> <li>supplemental rent subsidy</li> <li>housing relocation</li> </ul>	<b>Yes (limited)</b> <ul style="list-style-type: none"> <li>client move-in housing costs</li> <li>housing relocation</li> </ul>	<b>Yes</b> <ul style="list-style-type: none"> <li>rent assistance up to 24 months</li> <li>client move-in housing costs</li> </ul>
Supportive In-Home Services	<b>Yes</b> <ul style="list-style-type: none"> <li>housing modifications to ensure mobility access and safety</li> <li>client supportive</li> </ul>	<b>No</b>	<b>No</b>



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	services <ul style="list-style-type: none"> <li>• short-term personal care</li> </ul>		
Community Capacity Building (requires prior OHCS approval)	<b>Yes</b> <ul style="list-style-type: none"> <li>• activities/projects that increase shelter, housing and supportive services capacity</li> </ul>	<b>No</b>	<b>No</b>
Data Collection	<b>Yes</b> <ul style="list-style-type: none"> <li>• equipment upgrade</li> <li>• HMIS licenses</li> <li>• data entry</li> <li>• data reporting</li> </ul>	<b>Yes</b> <ul style="list-style-type: none"> <li>• equipment upgrade</li> <li>• software</li> <li>• HMIS licenses</li> <li>• data entry</li> <li>• data reporting</li> </ul>	<b>Yes</b> <ul style="list-style-type: none"> <li>• equipment upgrade</li> <li>• software</li> <li>• HMIS licenses</li> <li>• data entry</li> <li>• data reporting</li> </ul>
Administration	<b>Yes</b> <ul style="list-style-type: none"> <li>• 10% of total allocation</li> </ul>	<b>Yes</b> <ul style="list-style-type: none"> <li>• 10% of total allocation</li> </ul>	<b>Yes</b> <ul style="list-style-type: none"> <li>• 7% of total allocation</li> </ul>

**\*NOTE:** If rehabilitation or conversion costs exceed the limits identified in Exhibit C of the Master Grant Agreement, prior approval by OHCS is required. Prior approval of facility acquisition is required, regardless of cost.

#### 4. General Program Requirements

##### (A) Release of Information

Client information (including identifying the person as a client) should not be released without written authorization from the client. Subgrantees are required to have a signed agency Release of Information form for all clients authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting or other relevant need for sharing information. Release forms must be time-limited and specific as to with whom and what information will be shared. OHCS should be routinely listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews).

Client refusal to provide such authorization cannot be the basis for denying program services to otherwise eligible clients.

##### (B) Confidentiality

Subgrantees must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantee officers, employees and agents must be aware of and comply with the subgrantees' confidentiality policies and procedures.

Confidential records are all applications, records, files, and communications relating to applicants for, and clients of, EHA, SHAP and LIRHF funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminal(s) must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitor must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminal must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to HMIS data shall be given to only authorized personnel as necessary for performing the work required for the EHA, SHAP and LIRHF programs.

**Note to Domestic Violence Providers:**

Subgrantees must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records. Additionally, the address and location of EHA and SHAP funded domestic violence shelter facilities must be protected from public disclosure except as authorized by the director of the organization responsible for operations of the shelter.

The confidential policy standards maintained by subgrantees must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and subgrantees' auditors and/or examiners in the course of their regular audits and monitoring functions of EHA, SHAP, and LIRHF funded programs.

**(C) *Service Termination or Denial of Assistance***

Subgrantees must have written termination, denial, and grievance policies and procedures. The policies and procedures should be readily available to program participants either at intake or by posting the policy in a public place. It is important to effectively communicate these policies and procedures to applicants/clients and ensure they are fully understood.

Subgrantees are required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the subgrantee's decision.

**(D) *Grievance and Appeals Process***

Subgrantee is required to have an established process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and/or policy must be posted in general locations in which a client/applicant is expected to be;

- Informs the participant/applicant that they may contest any subgrantee's or subrecipient's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits;
- Allows any aggrieved person a minimum of thirty days to request an administrative review;
- Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
- Informs OHCS of the request for administrative review within 10 days of receiving the request; and
- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Subgrantees must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

**(E) *Nondiscrimination***

Subgrantee is required to comply with all state and federal statutes relating to nondiscrimination. Subgrantee may not take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent housing or provide services
- Make housing or services unavailable
- Deny a dwelling or service
- Set different terms, conditions or privileges for rental of a dwelling or obtaining services
- Provide different housing services or facilities or different services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

**(F) *Limited English Proficiency***

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and subrecipient should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English

proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Subgrantee must have an LEP policy document that describes the actions subgrantee took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed.

Subgrantees should create a written Language Access Plan (LAP) to provide a framework to ensure all program information is available in languages other than English. Subgrantees who serve few LEP persons may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's obligation to ensure LEP persons have access to programs or activities. Links to more information about Limited English Proficiency requirements are provided in the appendices "Applicable Rules and Regulations".

**(G) *Conflict of Interest***

Subgrantees are required to have a conflict of interest policy that minimally requires staff and board members to disclose to appropriate board or staff member(s) the conflict or potential conflict; prohibits those with a conflict from voting or making a decision on the matter in which there is a conflict; defines the process for managing and determining conflicts of interest; and documents that staff and board members are aware of and understand the policy.

**(H) *Homeless Coordinated Entry Process***

Subgrantees are required to participate in the Continuum of Care coordinated entry process for their service area once established. If one does not exist, OHCS expects subgrantees to be active participants in the design and development of a coordinated entry process for their service area.

**Note:** Participation is required to the extent that the coordinated entry system is designed to serve homeless households or specific subpopulations of homeless households.

## **5. Financial Management**

**(A) *Administration***

Subgrantees are allowed to use up to ten percent (10%) of their total EHA and SHAP allocation for administrative costs, including those allowed for subrecipient organizations with whom the subgrantee contracts. Subgrantees are allowed to use up to seven percent (7%) of their LIRHF allocation for administrative costs. Administrative costs are agency-wide expenses related to general management; oversight; coordination; and evaluation. Allowable costs include, but are not exclusive to:

- Senior executive management personnel salaries and benefits (unless they are directly involved in program operations), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit; and

- Equipment rental/purchase, insurance, utilities, IT costs, facilities management, maintenance, and repair that are not program specific but relate to the administration of the agency as a whole.

**(B) Use of OPUS**

The OPUS System is a web-based centralized data system designed to meet business-processing needs. Subgrantee staff must complete training before being authorized to use the fiscal operations program of OPUS. Training can be provided by the Fiscal Grant Specialist at OHCS.

OHCS maintains an OPUS Manual and OPUS Help Desk. Staff can be reached at:

**Email:** [opushelp@hcs.state.or.us](mailto:opushelp@hcs.state.or.us)

**Ph:** (503) 986-2099

**Toll Free:** (800) 453-5511 Option 6

**(C) Request for Funding Documentation**

Subgrantees must retain supporting documentation of all costs charged to the applicable grant and be able to provide evidence that grant funds were spent on allowable costs.

**(D) Work Plan and Budget Change Requests**

All budget changes require OHCS approval. Submit a Budget Change Request form electronically to: [mga.fiscal@oregon.gov](mailto:mga.fiscal@oregon.gov). At the discretion of OHCS, additional information or a Work Plan Amendment Request form may be required.

All work plan amendments require OHCS approval. Submit a Work Plan Amendment Request form electronically to: [crd.reports@oregon.gov](mailto:crd.reports@oregon.gov). At the discretion of OHCS, additional information may be required. Work plan amendments may be requested by the subgrantee and are required when there is a shift in program delivery, the actual number of households/people served greatly exceeds expectations; or if there are unexpected changes in demographics, such as a larger subpopulation than projected, is requesting and needing resources.

**(E) Funds Spend Down**

Subgrantee will be expected to fully obligate or expend grant funds from a previous funding cycle before spending funds from a current funding cycle. OHCS will review subgrantee's grant spending. OHCS may deallocate a portion of subgrantee's grant funds if subgrantee cannot ensure that funds will be spent by the end of the expenditure period.

## 6. Reporting Requirements

**(A) Data Entry**

Subgrantees are required to enter **EHA**, **SHAP** and **LIRHF** related client and service data into the ServicePoint Homeless Management Information System (HMIS), except for victims of domestic violence clients\*. Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. Therefore, it is recommended that data be entered within three business days and data quality reports be run periodically

(preferably quarterly) using the ServicePoint Data Completeness Report Card (EE) and Continuum of Care APR Detail Report from ART.

Data entry requirements for shelters are:

Emergency or transitional shelters, day or mass shelters, or hotel/motel vouchers are required to collect data and report outcomes using the Entry/Exit method of data collection.

Shelters which meet the three criteria below may be set up in HMIS to use the Night-by-Night method of tracking shelter use:

- The shelter serves a large number of clients on a nightly basis;
- Clients are permitted to spend nights at the shelter on an irregular basis; and
- There is a high degree of client turnover.

Night-by-Night (NBN) data collection involves recording, in HMIS, contacts with each person served. A contact is defined as the date of an interaction between a worker and a client designed to engage the client. A contact must be recorded any time a client is met. Engagements must also be recorded. An engagement is an interaction which results in a formalized assessment or discussion. The date of engagement should be entered into HMIS at the point when the client has been engaged by the shelter worker.

With the NBN method:

- All data required to be collected, is collected at project entry; and
- The duration of each stay can be accurately aggregated to calculate each client's total length of stay in the project.

Regardless of the method used to track shelter use, subgrantees must be able to determine who and how many people were served by a shelter or shelter type for any given night, based on HMIS data.

For additional, detailed information about the reporting requirements, refer to the HMIS Operation Manual found at: <https://www.hudexchange.info/programs/hmis/>.

HMIS Universal Data Elements that must be collected include, but are not limited to:

1. Name
2. Social Security Number
3. Date of Birth
4. Race
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Living Situation
10. Project Entry Date
11. Project Exit Date
12. Destination

- 13. Personal ID
- 14. Household ID
- 15. Relationship to Head of Household
- 16. Client Location

**\*Note to Domestic Violence Providers:**

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases of their own design which provide aggregate information and data consistent with HMIS data collection requirements. Projects serving survivors of domestic violence where the recipient is not a victim services provider are required to enter data in their HMIS.

**(B) Reports**

Subgrantees are required to submit quarterly program reports by the 20th of the month following the end of each quarter in accordance with OHCS directives for content and format. At the discretion of OHCS other reports may be required, including a year-end report, when deemed necessary to provide adequate program utilization and performance information.

**(C) Match**

EHA funds can be used as match for case management costs and supplemental rent subsidy for clients receiving HOME TBA rent assistance and other qualifying OHCS and CoC projects. OHCS may require subgrantee to submit periodic reports of this EHA usage.

**7. Records**

**(A) Case Files**

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include an assessment related to housing barriers and the services/assistance provided to address such barriers. Development of a housing stability plan is required for those clients receiving more than one time only services. Existing assessments and active case plans with other providers may be used and included in the client file.

Drop-in or mass shelter facilities that provide bed nights and no case management must maintain sign-in attendance documentation that includes shelter resident self-certification of their homeless status. All other shelter provisions, including issuance of hotel/motel vouchers, require that client eligibility documentation be maintained in the client file.

**(B) Records Access**

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and

auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' office.

**(C) Records Retention**

Subgrantees shall retain all program records pertinent to client services and expenditures incurred under EHA, SHAP and LIRHF in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules. Find the OHCS Special Schedule at the Oregon State Archives:

(<http://arcweb.sos.state.or.us/pages/recmgmt/sched/state.html>);

Find the State Agency General Records Retention Schedules at the Oregon State Archives:

([http://arcweb.sos.state.or.us/pages/rules/oars\\_100/oar\\_166/166\\_300.html](http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_166/166_300.html)).

Subgrantees shall retain and keep accessible all such **fiscal records**, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of EHA, SHAP and/or LIRHF funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to, EHA, SHAP, and LIRHF.

Subgrantee shall retain and keep accessible all such **program records**, client records, books, documents, papers, plans, and writing for a minimum of **five (5) years** after final payment to client.

## **8. Monitoring**

OHCS will conduct a program monitoring of subgrantees once every three years or sooner if warranted. Fiscal monitoring will be conducted annually unless circumstances require sooner. Subgrantees will be notified thirty (30) days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. OHCS will provide subgrantees with a written monitoring report inclusive of any findings, concerns or comments. Subgrantees are required to provide timely corrective action to findings and failure to do so may result in the withholding and/or return of EHA, SHAP and LIRHF funds to OHCS.

Subgrantees are required to minimally monitor their subrecipient organizations once during a biennium or the term of the Master Grant Agreement, as determined by OHCS. Subrecipient organization monitoring procedures must be in place and adequately ensure compliance with EHA, SHAP, and LIRHF program requirements. Monitoring reports will be retained by the Subgrantee and available for review by OHCS or other authorized entity. All subrecipients must comply with all program rules and regulations as noted in the Master Grant Agreement, Program Element: Scope of Work.

Subgrantees must notify and receive approval from OHCS when adding subrecipients and/or renewing subrecipients. Notification and approval normally occurs during the Master Grant Agreement funding application process. However, if changes are made outside of the funding application, subgrantees must notify the OHCS Homeless Program Analyst and obtain approval.



Oregon Housing and Community Services

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## 9. Applicable Rules and Regulations

All the following as may be amended from time to time:

1. ORS 456.515 through 456.725: [Housing and Community Services Department](#)
2. ORS 458.505 through 458.545: [Community Services Program](#)
3. ORS 458.600 through 458.650: [Oregon Housing Fund](#)
4. OAR 166-300: [State Agency Record Retention Schedule](#)
5. OAR 813-046: [Emergency Housing Assistance](#)
6. OAR 813-240: [State Homeless Assistance Program](#)
7. OAR 813-049: [Low Income Rental Housing Fund](#)
8. HMIS Data Standards Manual: <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>
9. [Limited English Proficiency](#) federal interagency website can be found at: <http://www.lep.gov/> and guidance can be found at: <http://www.hud.gov/offices/fheo/promotingfh/FederalRegisterpublishedguidance.pdf> and FAQs can be found at: [https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq)
10. **This manual** as guidelines for EHA, SHAP and LIRHF are amended from time to time along with all other references made within this manual. All references made in this manual are understood to be as written, and as amended from time to time.
11. **ORS** cited are amended from time to time and can be found at: [https://www.oregonlegislature.gov/bills\\_laws/Pages/ORS.aspx](https://www.oregonlegislature.gov/bills_laws/Pages/ORS.aspx)
12. **OARs** cited are amended from time to time and can be found at: <http://arcweb.sos.state.or.us/pages/rules/access/numerically.html>

**EXHIBIT G**  
**Notice of Funding Opportunity Announcement**

Clackamas County Social Services Division is issuing a Notice of Funding Opportunity (NOFO) to provide homeless system diversion, homelessness prevention and rapid re-housing services to households who are un-housed or at high risk of homelessness in Clackamas County during 2017-2018 & 2018-2019. To request that this NOFO be translated into another language, contact Jessica Diridoni at (503) 655-8646 or via email: [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)

La División de Servicios Sociales del Condado de Clackamas está emitiendo un Aviso de Oportunidad de Financiamiento (NOFO) para proporcionar desvío del sistema de personas sin hogar, para la prevención de desalojo y servicios rápidos de rehabilitación a hogares o con alto riesgo de perder su vivienda en el Condado de Clackamas durante el 2017-2018 y 2018-2019. Para solicitar que este NOFO se traduzca a otro idioma, comuníquese con Jessica Diridoni al (503) 655-8646 o por correo electrónico [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)

Отдел социальных услуг округа Калкамас публикует Уведомление о возможности финансирования (NOFO) для обеспечения бездомной системы, предотвращения бездомности и быстрого восстановления жилья для семей которые не имеют жилья или подвергаются высокому риску бездомности в округе Клакамас в 2017-2018 и 2018-2019 годах. Чтобы запросить перевод этой уведомления на другом языке, свяжитесь с Джессикой Диридонни по телефону (503) 655-8646 или по электронной почте: [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)

Clackamas County Social Services Division

Issues the Following

**NOTICE OF FUNDING OPPORTUNITY (NOFO)**

**TO PROVIDE HOMELESS SYSTEM DIVERSION, HOMELESSNESS PREVENTION  
AND RAPID RE-HOUSING SERVICES TO HOUSEHOLDS WHO ARE  
UN-HOUSED OR AT HIGH RISK OF HOMELESSNESS IN CLACKAMAS COUNTY  
DURING 2017-2018 & 2018-2019**

Board of County Commissioners

Jim Bernard, Chair

Sonya Fischer, Commissioner

Ken Humberston, Commissioner

Paul Savas, Commissioner

Martha Schrader, Commissioner

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Date of Issuance: Tuesday, December 12, 2017

Applicant Information Meeting: Tuesday, December 19, 2017  
8:30 AM – 10AM, 2051 Kaen Road, Room 238

Question Submittal Deadline: Wednesday, December 20, 2017 by 5PM

Applications due no later than 5:00 P.M., Thursday, January 2, 2018  
via electronic submittal.

Postmarks and faxes will not be considered.

Issuing Office: Clackamas County Social Services

Jessica Diridoni

2051 Kaen Road

Oregon City, Oregon 97045

Phone: 503 / 655-8646

Fax: 503 / 655-8889

[jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)

**SYSTEM DIVERSION, HOMELESSNESS PREVENTION  
AND RAPID RE-HOUSING SERVICES  
2017-2018 & 2018-2019  
NOTICE OF FUNDING OPPORTUNITY AND GRANT APPLICATION**

**1. PROGRAM DESCRIPTION**

Clackamas County Social Services and Clackamas County Community Development seek one or more providers for Homeless System Diversion, Homelessness Prevention, and Rapid Re-Housing for homeless persons and persons at imminent or high risk of homelessness. This is a project designed to prevent and reduce homelessness in Clackamas County. Households of any configuration (single adults, couples, families with children, extended families) will be eligible for all services. The project also seeks to gather comprehensive data on strategies that are effective given the geography, service landscape, population and other characteristics of Clackamas County.

Clackamas County's Coordinated Housing Access System will be the only source to assess, identify and refer participants for each service element.

In order to provide the most flexible and person-centered services to prevent and end homelessness, projects must encompass all elements: Homeless System Diversion, Homelessness Prevention, and Rapid Re-Housing.

**1.2 DEFINITION OF SERVICE CATEGORIES**

**Homeless System Diversion**

A problem solving strategy that prevents people who are homeless or at imminent or high risk of homelessness from entering the homeless system by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent/stable housing. Homeless system diversion is flexible and may include support to overcome other kinds of barriers that would lead to housing stability. Mediation and conflict resolution are also important elements of homeless system diversion.

**Homelessness Prevention**

A strategy that prevents people at imminent or high risk of homelessness from becoming homeless by providing financial assistance and services. Homelessness prevention must focus on individuals and families who it can reasonably be assumed would become homeless but for this assistance.

**Rapid Re-Housing**

A strategy that shortens the length of homelessness by providing short-term financial assistance and services to help people who are homeless access and maintain permanent and stable rental housing quickly. For this project, both households with children under 18 and households without children under 18 will be eligible for Rapid Re-Housing.

### **1.3 PROJECT FUNDS - HOUSING STATUS ELIGIBILITY**

For the purposes of this project, Oregon Housing and Community Services Housing Status Categories 1 – 5 apply. Eligible applicants for program services must meet, and providers must document, one of the following categorical definitions of homeless and at risk of homelessness:

Category 1: Literally Homeless—Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs);
- OR
- Exiting an institution where he or she has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing

#### **1.4 PROJECT FUNDS – INCOME ELIGIBILITY**

Project participants must be low income with gross household income at or below 80% of area median income. Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students AND are not considered heads of household is excluded. While household assets should be identified to determine that an applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income.

2017	80% Area Median Income	
Persons	Annual	Monthly
1	\$41,850	\$3,487
2	\$47,800	\$3,983
3	\$53,800	\$4,483
4	\$59,750	\$4,979
5	\$64,550	\$5,379
6	\$69,350	\$5,779
7	\$74,100	\$6,175
8	\$78,900	\$6,575

Area median income may change for 2018.

#### **Service Boundaries**

Services under this NOFO are reserved for Clackamas County residents who meet the eligibility guidelines. Persons who are literally homeless and who may be sleeping in areas in which the County boundary is unclear will also be eligible if they are accessing services such as schools, meal sites and the like in Clackamas County. Persons currently residing in neighboring counties who were recently residing in, employed in or otherwise have strong ties to Clackamas County will also be eligible.

#### **Project Expectations**

**Approach** – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement and Person-Centered Care. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

**Schooling** – All school-aged children will be enrolled in and attending school.

**Screening** – 100% of participant households served will be screened to determine whether they are accessing all entitlement benefits they are eligible for including but not

limited to TANF, SNAP, OHP, WIC, veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing entitlement benefits shall be assisted in enrolling in entitlement benefits should they choose to do so.

#### **Project Outcomes**

**Homeless System Diversion** – At least 50 households or 20% of households requesting shelter or homeless housing through the Coordinated Housing Access system, whichever is smaller, are diverted from entering the system. This total could be accomplished by adding results of multiple providers, or by a sole provider.

**Homelessness Prevention** – At least 80% of households served are permanently housed at exit and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.\*

**Rapid Re-Housing** – At least 60% of households exit to permanent housing and of those, 80% retain permanent housing for at least 90 days after the end of subsidy.\*

\*Clackamas County acknowledges that some households may enter services later in the project period and that it may not be possible to complete this measure for all households. The measure applies to those households whose subsidy ends on or before March 31, 2019.

#### **Project Outputs**

Provider(s) are encouraged to propose a number of households and individuals to be served that best fits the scope of their project, their anticipated service population and the proposed service elements and delivery methods. This project output proposal is included on the budget and output template.

#### **HMIS Data Entry and License Fees**

Each organization must perform their own HMIS data entry. Proposals from new providers may include up front set up costs, estimated at \$200/user and up to two (2) HMIS licenses per organization, estimated at \$252/year/user. Clackamas County will provide mandatory training in HMIS data entry at no cost to new providers.

## **2. AWARD INFORMATION**

Applicants will establish a subrecipient relationship with Clackamas County Social Services (CCSS). Applicants are sought throughout the County in rural, urban and suburban areas, especially those areas with known populations of homeless persons.

Funding for this NOFO will be provided over a period of 2 fiscal years.

Estimated funding period/term of agreement: Eighteen (18) months, January 1, 2017 to June 30, 2019.

Estimated funding available: \$450,000.

Clackamas County NOFO: Homeless System Diversion, Homelessness Prevention and Rapid Re-Housing, 2017-2018 & 2018-2019



The funding source is the State of Oregon Housing & Community Services Department. Successful applicants will enter into a grant agreement for non-federal funds. Additional funding may be available during the grant period. If additional funding becomes available, it will be allocated to providers based on capacity and utilization.

### **3. FUNDING AVAILABLE AND BUDGET INFORMATION**

Clackamas County recognizes that for some applicants, personnel costs will be a necessary element of successful service delivery. Thus, for each type of service a maximum amount allowable for staffing has been established. Applicants may include up to this percentage of their total proposal in the corresponding service element for direct service staff wages (including taxes and fringe benefits) and mileage incurred providing direct services included in this project.

<b>Total Available Funding \$450,000</b>	<b>System Diversion</b>	<b>Homelessness Prevention</b>	<b>Rapid Re-Housing</b>
Percent of total	20%	40%	40%
Funding Level	\$90,000	\$180,000	\$180,000
Minimum Direct Service	50%	75%	75%
Maximum Personnel & Mileage	50%	25%	25%

Clackamas County reserves the right to select only one or more than one applicant based on the responses to this NOFO. Total amount awarded between all applicants will not exceed \$450,000. If multiple applicants are selected, each applicant would receive an amount that is lower than \$450,000.

Applicants may apply to provide services for an amount less than or equal to the total funding level for each service category.

#### **ELIGIBLE COSTS:**

- Participant rent
- Participant move-in costs
- Rental application fees
- Utility deposits necessary to establish service
- Other one-time expenditures such as identification that will remove barriers to permanent housing placement or housing stability when no other resources are available.
- Expenditures related to employment or employment training that will support participants to increase their incomes. Examples include work clothes and textbooks for vocational training courses when no other resources are available.

- Personnel salaries, taxes and benefits proportional to time needed to deliver the proposed services, not to exceed the maximum percentage for the corresponding service element.
- Mileage reimbursement at organization's standard rate, not to exceed federal rate, for direct service personnel travel directly related to delivering services in this project, and not to exceed the maximum percentage for the corresponding service element.

**Note: Administrative and/or overhead expenses are NOT eligible costs for funding in this NOFO.**

No matching funds are required. However, additional consideration during the evaluation process may be granted to applicants based on the type and level of additional resources committed to the project.

#### **4. APPLICANT ELIGIBILITY**

Each applicant must meet all of the following minimum qualifications to be eligible to respond to this NOFO and to receive funds.

- 4.1 No fees shall be charged to persons who are homeless or at risk of homelessness for participating in any project funded services.
- 4.2 Organizations must provide proof that they have commercial general liability insurance not less than \$1 million per occurrence/\$2 million general aggregate and all additional insurance and endorsements as required in the Non-federal Subrecipient Agreement template (to be posted on a future date at the webpage listed in Section 6.5).
- 4.3 Applicant agrees that vehicles needed to perform services under this project will be the sole responsibility of the applicant, and meet the minimum insurance requirements of the County as specified in the Non-federal Subrecipient Agreement template. No vehicles for use in this project will be provided by Clackamas County.
- 4.4 Confidentiality. Any and all information regarding any individual serviced by the Project is strictly confidential. All provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County.
- 4.5 Organizations must certify that they are ADA accessible.
- 4.6 Organizations must comply with all federal and state Non-Discrimination laws and policies, including, but not limited to:  
The Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.' and all State of Oregon Non-Discrimination statutes including but not limited to Chapter 659A.

Applicant shall comply with all federal laws, regulations, and executive orders applicable to the Agreement. Without limiting the generality of the foregoing, Applicant agrees to comply with the following laws, regulations and executive orders: (a) Title VI, VII, and VIII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; 42 USC 2000d, (h) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (i) 20 U.S.C. §1681, (j) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (k) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (l) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (m) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, (n) the requirements of any other nondiscrimination statute(s) which may apply to Grant award, (o) all regulations and administrative rules established pursuant to the foregoing laws, (p) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (q) all federal law governing operation of Community Services programs. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C §14402.

- 4.7 Organizations are required to collect demographic information on individuals accessing services. The Homeless Management Information System (HMIS) is a confidential database managed by Clackamas County. Organizations agree to comply with current HMIS Policy and Procedures and adhere to HMIS reporting requirements. Organizations must have the ability to enter their own HMIS data or if a domestic violence service provider, provide Clackamas County with equivalent de-identified data for reporting purposes.
- 4.8 Organizations must agree to submit all required financial and demographic documentation as specified in the grant agreement.
- 4.9 Provider must agree to maintain and retain all records as specified in the grant agreement.
- 4.10 Organization must provide proof of registry number to do business with the Oregon at the Secretary of State online registry system:  
[http://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.login](http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login)
- 4.11 Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who

will be performing direct services under this contract. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.

- 4.12 Organizations will be evaluated on past performance in previous contracts and grant agreements with Clackamas County. Items to be considered will include spend-out of contracts and agreements, timeliness of report submittals, and adherence to HMIS policies.
- 4.13 Organizations agree to allow Clackamas County to include information on service availability and access points in press releases sent to the media and on websites including but not limited to 211 and the Clackamas County website.

## **5 SCOPE OF WORK**

The applicant will be required to perform the following work in accordance with the terms and conditions in an awarded contract.

- 5.8 Use a person centered, problem solving, flexible approach to determine whether individuals and households referred by the Coordinated Housing Access system can be diverted from entering the homeless services system. Provide diversion whenever possible.
- 5.9 Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact in order to streamline service access and provide trauma informed services to participants.
- 5.10 Obtain all eligibility and ongoing service documentation and operate program as outlined in [Oregon Housing and Community Services State Homeless Funds Program Operation Manual, Emergency Housing Assistance Program](#) (link to be provided at the webpage listed in Section 6.5).
- 5.11 Provide the type, level and duration of service that will address participants need as quickly as possible and for as short a time and as low of a cost as possible.
- 5.12 When homelessness prevention or rapid re-housing are provided, issue payments to landlords as quickly as possible.
- 5.13 Submit all required financial and demographic information per established timelines.

## **6 APPLICATION AND SUBMISSION INFORMATION**

One electronic copy containing electronic signatures in Microsoft Word or PDF format must be submitted via email as indicated below in Section 6.5. Document must be single-spaced with a font size no smaller than 12 point. The application must be no more than 10 pages maximum, excluding the budget and cover page. All applications must include the following sections:

**6.1 Cover page** - Provide organization name, address, telephone number, fax number, tax identification number, State of Oregon business registry number, email address of applicant agency, and name and contact information (address, telephone and email) of person(s) authorized to represent the organization for the purposes of this project.

**6.2 Narrative**

**6.2.1. Experience**

Briefly (no more than two (2) pages) describe your experience with the following:

- a. Providing Homelessness Prevention and/or Rapid Re-Housing Services to homeless adults and/or families.
- b. Providing services that are equitable, respectful, and relevant to people from a wide variety of cultures and backgrounds.
- c. Ensuring that accurate and complete HMIS data is collected and entered in a timely way.

**6.2.2. Approach to the Work**

Briefly (no more than five (5) pages excluding Budget and Output Template and Budget Narrative) explain your approach to the project based on the following factors, knowing that all referrals will be from the Clackamas County Coordinated Housing Assessment system:

- a. How will you deliver Homeless System Diversion?
- b. How will you deliver Homelessness Prevention?
- c. How will you deliver Rapid Re-Housing?
- d. How will the project be staffed?
- e. How will you ensure that the outcomes are met or exceeded?
- f. Up to three (3) pages of any other materials that are relevant to this program may be included as supporting documentation.

**6.2.3. References**

Provide the contact names, agency or jurisdictional affiliation, telephone number and email addresses for two references who can attest to your qualifications to perform services described in this NOFO.

**6.3 Budget**

Complete the **Budget and Output Template** (provided at the webpage listed in Section 6.5) showing your plan to utilize County funds as well as any additional resources you commit to bringing to the project. The budget should be for the estimated 18-month project period from January 1, 2018 to June 30, 2019.

Provide a Budget Narrative (no more than one (1) page) that explains:

- a. Method for calculating each budget amount.
- b. Detailed description of any additional resources you plan to contribute to each budget line for the project and their sources.



- c. Whether the project can be scaled up or down should more or less money than your request be available.
- d. Description of the methodology and calculation used to determine the proposed outputs for each proposed service.

**6.4 Certification** - Signed statement that all requirements listed above in Sections 4 APPLICANT ELIGIBILITY and Section 5 SCOPE OF WORK will be met. This signed statement may be included as part of the cover page.

**6.5 Addenda & Application Questions** – Questions or clarifications shall be submitted via email to both:  
Jessica Diridoni: [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us) and Erika Silver: [esilver@clackamas.us](mailto:esilver@clackamas.us)  
County will not mail notice of Addenda, but will publish notice of any Addenda on County's website. Addenda may be downloaded off the County's website. Organizations should frequently check the County's website until the closing of the NOFO, at least once weekly and at least once daily during the week of the closing. An applicant information meeting will be held on **Tuesday, December 19, 2017** as indicated on page 2 of the NOFO announcement. **Questions must be submitted no later than 5pm on Wednesday, December 20, 2017.** Responses to questions will be posted online as 'FAQ Addendums' on Clackamas County's NOFO webpage:  
<http://www.clackamas.us/grants/>

**6.6 Application Due Date** – Applications are due no later than **5pm Tuesday, January 2, 2018**, as described above. Applications will be reviewed immediately upon submission. Electronic submission is required for all applications. **Submit via email to both:**  
[jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us) & [esilver@clackamas.us](mailto:esilver@clackamas.us)  
**Faxed and hardcopies will not be accepted.**

## **7 APPLICATION EVALUATION**

- 7.1** Applicant must demonstrate that all minimum qualifications are met. A Risk Assessment will be conducted by Clackamas County as part of the award assessment criteria, and applicants will be scored as indicated on the Applicant Evaluation form (provided at the webpage listed in Section 6.5).
- 7.2** All funding decisions will be contingent upon availability of funding.

## **8 APPEAL PROCESS**

Applicants not approved as a provider of services outlines in this Notice of Finding Availability may file a Notice of an Appeal in writing no later than 10 days after the County announces the awards, specifying the grounds upon which the appeal is based. The Notice shall be submitted via email to: [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)  
Within 5 business days a determination on the status of the Notice of Appeal will be made by the Director of Social Services.



**Budget and Output Template****System Diversion, Homelessness Prevention and Rapid Re-Housing**Applicant: 

Estimated Project Period: 1/1/2018-6/30/2019

**Budget Summary**

Homeless System Diversion Proposed Amount (20%)			\$ -
Homelessness Prevention Proposed Project Amount (40%)			\$ -
Rapid Re-Housing Proposed Amount (40%)			\$ -
Total			\$ -

**Proposed Project Budget and Output Detail**

(do not fill in the shaded cells)

Allowable Costs by Element	Amount Requested	Projected Total Households	Projected Total Persons
<b>Homeless System Diversion</b>			
Participant rent and deposits			
Other eligible client assistance			
Personnel & mileage (up to 50% of total)			
Personnel FTE – enter number of full-time employees			
<b>Homelessness Prevention</b>			
Participant rent and deposits			
Other eligible client assistance			
Personnel & mileage (up to 25% of total)			
Personnel FTE - enter number of full-time employees			
<b>Rapid Re-Housing</b>			
Participant rent and deposits			
Other eligible client assistance			
Personnel & mileage (up to 25% of total)			
Personnel FTE -enter number of full-time employees			
<b>Grand Total</b>	\$ -		



(Optional) Additional Resources Committed to Project

Service	Value	Source	Cash or In-Kind
Homeless System Diversion			
Homelessness Prevention			
Rapid Re-Housing			
Total	0		

**EXHIBIT H**

**Addendum & FAQ Addendum to Notice of Funding Opportunity:  
System Diversion, Homelessness Prevention, and Rapid Re-Housing Services 2017–2018 &  
2018–2019  
Issued: 12-21-17**

**Clarification to NOFO language:**

**1. AMEND: Section 1. Program Description, paragraph 2, page 3:**

"Clackamas County's Coordinated Housing Access System will be the only source to assess, identify and refer participants for each service element."

**TO READ:**

"Each successful applicant will be trained in administering the Coordinated Housing Assessment (CHA).

When people in need of housing services make initial contact directly with a provider:

- The provider will have the flexibility to determine the best type, level and duration of intervention (System Diversion, Homeless Prevention or Rapid Re-Housing) based on each individual situation in order to serve people in crisis rapidly.
- If proposers determine that a particular household's level of need is more than the capacity available, then a full Coordinated Housing Assessment must be completed so that the household can access the type, level and duration of services that will best meet their needs.
- If the person identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the homeless household must be provided the option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, unaccompanied homeless youth, and veterans.

All proposers also must accept referrals from Coordinated Housing Access."

**2. AMEND: Section 4. Applicant Eligibility, 4.2, page 8:**

"4.2 Organizations must provide proof that they have commercial general liability insurance not less than \$1 million per occurrence/\$2 million general aggregate and all additional insurance and endorsements as required in the Non-federal Subrecipient Agreement template, (to be posted on a future date at the webpage listed in Section 6.5)."

**TO READ:**

"Organizations must provide proof that they have commercial general liability insurance not less than \$1 million per occurrence/\$2 million general aggregate and all additional minimum insurance and endorsements as listed on the second page of the Applicant Evaluation Form attachment. Applicant may submit current proof of insurance documents with the proposal, however, there will also be an opportunity to submit prior to contract issuance, if your organization is selected for an award.

**FAQ Addendum to Questions asked at 12-19-17 Applicant Information Meeting:**

**Question 1:** Are funds eligible for client/participant vehicle registration?

**Answer 1:** Yes, if it can be reasonably justified that keeping a vehicle registered as a means to get to work is needed to stay employed, and therefore, housed.

**EXHIBIT H**

**Addendum & FAQ Addendum to Notice of Funding Opportunity:  
System Diversion, Homelessness Prevention, and Rapid Re-Housing Services 2017–2018 &  
2018–2019  
Issued: 12-21-17**

**Question 2:** Are funds eligible to pay for client/participant identification?

**Answer 2:** Yes, if it can be reasonably justified that having identification will assist in providing documentation required to obtain housing, employment or mainstream benefits to help stabilize housing.

**Question 3:** Are housing vouchers provided through this NOFO?

**Answer 3:** Clackamas County Social Services is seeking providers for system diversion, homeless prevention and rapid re-housing. Within this scope of services, rent subsidies could be provided by proposers for persons who meet the eligibility criteria. However, these are not housing vouchers because are finite in nature and would be issued by each provider as opposed to Clackamas County Social Services. The rental subsidies within this NOFO are also not the same as Housing Choice vouchers issued by Housing Authority of Clackamas County.

**Question 4:** If an agency already has an agreement that funds one of the three elements that is covered by the NOFO, can we ask for more than the maximum limit listed for that category?

**Answer 4:** Generally, proposers should propose services in each of the three elements in the percentages specified (20% System Diversion, 40% Homeless Prevention and 40% Rapid Re-Housing). However, if a proposer already has other funding for one of the three elements, proposer can describe the situation in the NOFO narrative submitted, and include information on the optional table included on the 'Budget and Output' template. The '(Optional) Additional Resources Committed to Project' table would allow the agency to communicate value and sources for existing service elements. The overall proposal should maintain the percentages outlined in the NOFO (20% System Diversion, 40% Homeless Prevention and 40% Rapid Re-Housing).

**For example if a proposer has \$40,000 in Rapid Re-Housing** to contribute towards the project, then they could apply for \$20,000 in System Diversion and \$40,000 in Homelessness Prevention. Alternately they could apply for additional Rapid Re-Housing Funds as well, as long as the total percentages added up to 20-40-40.

**Question 5:** How were the amounts for the System Diversion, Homelessness Prevention, and Rapid Re-Housing selected?

**Answer 5:** The personnel time allowable is larger in the System Diversion element compared to other service element categories as it is anticipated that system diversion will be staff intensive with lower cost outlays since the expenses will often be one time.

**Question 6:** Can a County Department/Agency submit an application?

**Answer 6:** Yes.

**Question 7:** What types of references should be submitted?

**Answer 7:** References submitted should be from community partners outside of your organization. For County or City Government this should be someone outside of your immediate Division or Department. References should be familiar with your work and able to speak to your qualifications to deliver the services you are proposing.

**Question 8:** How should organizations determine parameters on population to serve?

**Answer 8:** Clackamas County Social Services' preference is to keep parameters as broad as possible. The reasons for any parameters being proposed should be clearly explained.

**EXHIBIT H**

**Addendum & FAQ Addendum to Notice of Funding Opportunity:  
System Diversion, Homelessness Prevention, and Rapid Re-Housing Services 2017–2018 &  
2018–2019  
Issued: 12-21-17**

**FAQ Addendum to Questions Submitted:**

**Question 9:** Can an applicant require families served be at or below 50% AMI? Meaning we would not serve anyone over 50% AMI or must we have the higher limit?

**Answer 9:** Yes, this would be allowable.

**Question 10:** Do all families served have to come through first and only from the CHA? For example, homeless prevention, if not on the CHA and we know a family is facing the streets if no help found, do we first have to have the family call the CHA and then is there an order of who can get served or do we just have to find that person on the CHA and can help them.

**Answer 10:** Please see clarification to NOFO language on page 1 of this Addendum.

**Question 11:** How do staff get chosen and trained to become intake specialists for CHA so that they can help families enter CHA to get served?

**Answer 11:** Each successful proposer will designate up to two staff members to be trained in CHA assessments. Clackamas County will provide this training free of charge, however HMIS licenses are the proposer's responsibility and eligible costs under this NOFO.

**Question 12:** Under Homeless System Diversion can we couple this grant with a CoC Grant? For example, CoC grant covers rental assistance and deposits only for a family drawn off the CHA but the grant does not allow for paying for lost or stolen ID's, past debts to Utility Companies or prior landlords (family is often denied service due to past debts), application fees, hotel vouchers while searching, and the sort of extra things needed to help a family successfully find and retain housing with the CoC rental assistance. So can this grant funding cover these costs and staff time involved in helping client find stable housing?

**Answer 12:** The activities described would be eligible under Rapid Re-Housing if the family was homeless at the time services were delivered.

**Question 13:** 4.2 "...additional insurance and endorsements as required in the Non-federal Subrecipient Agreement template." Have these requirements been posted yet?

**Answer 13:** The Non-federal Subrecipient Agreement template is still in a draft form, and the County is not able to post as indicated during this NOFO announcement period. If you have questions on insurance and endorsements, please refer to the second page of the Applicant Evaluation Form, where minimum insurance requirements are listed. Please also see clarification to NOFO language on page 1 of this Addendum.

**Question 14:** 4.3 (Vehicle Insurance Requirements) through 4.6 (Non-Discrimination laws and policies) – We meet these requirements, but how would you like us to submit proof?

**Answer 14:** Please include a signed statement that all requirements will be met as listed in Section 6.4. If your organization currently has proof of insurance documents, those may be included with your proposal, however there will also be an opportunity to submit prior to contract issuance, if your organization is selected for an award.

**Question 15:** 4.10 Proof of registry number with the Oregon Secretary of State. In looking at the website provided, it looks like the City of Oregon City is not listed, however; our police union is. Is this a problem?

**Answer 15:** If the Police Union is the NOFO applicant, submit the registry number for the Police Union. If the City of Oregon city is the NOFO applicant, register and submit the registry number for the City of Oregon. The registration is a free online process: [Oregon Secretary of State: Register a Business](#)

EXHIBIT I: Notice of Funding Opportunity Application



**OREGON  
CITY**

**Police Department**

320 Warner Milne Road | PO Box 3040 | Oregon City OR 97045  
Ph (503) 657-4964 | Fax (503) 655-0530 | Non Emergency Police Dispatch: (503) 655-8211

**Homeless System Diversion, Homelessness Prevention and Rapid Re-Housing Grant  
Application**

**Oregon City Police Department**

320 Warner Milne Road, Oregon City, Oregon 97045

Phone: (503) 657-4964

Fax: (503) 655-0530

Tax Identification Number: 93-6002230

State of Oregon Business Registry Number: Not Applicable for Government Agency

Administrative Representative: Kelly Dilbeck, Executive Assistant

Agency E-Mail: [kdilbeck@orccity.org](mailto:kdilbeck@orccity.org)

Agency Representative:

Homeless Liaison Officer Mike Day

320 Warner Milne Road, Oregon City, Oregon 97045

Phone: (503) 793-2222

E-Mail: [mday@orccity.org](mailto:mday@orccity.org)

I, Homeless Liaison Officer Mike Day, certify all requirements in Section 4: Applicant Eligibility  
and Section 5: Scope of Work of this Notice of Funding Opportunity will be met.

 Recoverable Signature

X 

Signed by: Michael Day

*OCPD Homeless System Diversion Grant Application*

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**Experience**

I, Officer Mike Day, have been a police officer with the Oregon City Police Department for 10+ years. Over the course of my 10-year career, I have interacted with many types of citizens including; crime victims, crime suspects, and members of the community from varied socioeconomic statuses, backgrounds, and cultures. In July of 2017, I was appointed as the Oregon City Police Department's first Homeless Liaison Officer. This position is a full-time, paid position.

As the Homeless Liaison Officer (HLO), I have the privilege of working with homeless individuals, business owners, and community stakeholders in incorporated Oregon City to address livability concerns associated with homelessness. The mission of the HLO is to engage stakeholders in a community-based process that works to:

1. End homelessness for individuals and families throughout Oregon City
2. Address the underlying causes of homelessness
3. Lessen the negative impact of homelessness on individuals, families, and the community.

Since the inception of the HLO program six months ago, I have documented outreach efforts with over 50 individuals both currently homeless and on the brink of homelessness. My workweek largely consists of meeting homeless individuals in the community. I conduct outreach by listening to their circumstances, identifying barriers specific to each situation that are keeping them homeless, and working with them to eliminate those barriers.

I created a Homeless Outreach Form for the Oregon City Police Department to gather the following information for homeless individuals:

- |   |  |
|---|--|
| • Date/time/location of our contact     | • Veteran status                         |
| • Personal and descriptive information  | • Parole/probation status, if applicable |
| • Current living situation              | • Sex offender, if applicable            |
| • Length of homelessness                | • Emergency contact information          |
| • Health Insurance status               | • What brought them to Oregon City       |
| • Employment status                     | • Where they last lived                  |
| • Monthly income                        | • Space for additional notes             |
| • Substance abuse issues, if applicable |  |

Upon gathering information using the department's Homeless Outreach Form, I begin to work with the individuals who want assistance. It is by consistent follow-up with these individuals, who are in unstable situations, that we find success. I set goal(s) with those seeking services and/or housing and conduct follow-up to achieve those goals.

The follow-up I conduct, as HLO, addresses the individuals' identified barriers to homelessness.

*OCPD Homeless System Diversion Grant Application*

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For those seeking employment, I work to connect them with Clackamas County Community Solutions or WorkSource Oregon in Oregon City. Additionally, I have access to limited donated funding which allows me to purchase vital documents and state identification for those whom otherwise do not have or cannot afford them. When employment opportunities are identified, I can and have transported individual(s) to potential employment opportunities in pursuit of their job.

For those struggling with substance abuse, I work with the Clackamas County Transition Center and area non-profits to get individuals into residential treatment programs. These programs provide those battling addiction with an opportunity to overcome that barrier in their lives. For those struggling with mental health issues, I work with Riverstone and the Clackamas County Behavioral Health Unit to connect them with mental health services.

In an effort to find housing for individuals, I pursue a variety of avenues. I refer people seeking housing to the Clackamas County Coordinated Housing Access and have the capability to meet them at the location or drive them to the social services office for intake. For Veterans, I work to connect them with the Clackamas County Homeless Veteran Outreach Specialist. If an individual is a senior or person with a disability, I work to connect them with the Oregon City Seniors and Persons with Disabilities Office. This is where assessment occurs to determine if they are eligible for government assistance to enter residential care facilities, assisted living facilities, or adult foster care facilities. If eligible for services, I provide assistance locating vacancies at facilities and provide transportation to facilities to pursue admittance for the individual in need of services.

In one circumstance, I learned a homeless individual would no longer be homeless if they could get to California. The individual had a friend in California, who I confirmed had a place for the individual to live. I was able to obtain funding to purchase an airline ticket for the individual to fly to California to end their period of homelessness.

While permanent housing is the ultimate goal, it is not always readily available. In cases where permanent housing is not available with the resources at my disposal, I seek temporary or emergency housing options. As the HLO, I have transported individuals to emergency shelters in Portland and secured temporary housing for an individual at a sober living facility with financial assistance from their family. My assignment as the HLO gives me the flexibility to leave the city/county to pursue resources for those seeking assistance.

I have working relationships with various resources in the community. I will continue to work with those partners and those experiencing homelessness in Oregon City to achieve the HLO goal of ending homelessness in our community. If granted funding via this application, the manner in which the HLO program will be able to assist our homeless population will grow exponentially.

Finally, the Oregon City Police Department is well versed in accurately gathering and reporting confidential information. With Clackamas County's willingness to provide training for the Homeless Management Information System (HMIS) data entry at no cost to new providers, I am confident we will be able to conduct HMIS data entry.

### **Approach to the Work**

#### **A. How will you deliver Homeless System Diversion?**

As the Homeless Liaison Officer (HLO), I serve as a first responder for livability issues related to homelessness. Police officers at the Oregon City Police Department as a whole serve as first responders for a variety of emergency and non-emergency situations. During the course of our regular duties, we may be the first to learn about households in living situations putting them at imminent risk of homelessness. The stresses of impending homelessness or financial hardship can result in disputes in the household, which may escalate to a police response to resolve the disputes.

By being the first to learn about a situation where a household is preparing to enter the homeless system, we have the unique ability to offer assistance quickly. If granted funding, the approach of the HLO program would be to have officers notify the HLO of situations they encounter where Homeless System Diversion would be applicable.

As the HLO, I follow-up with the household in Oregon City and begin my outreach process. Near the onset of my outreach, I facilitate the household going through the intake process at Clackamas County Coordinated Housing Access (CHA). To ensure the household completes the intake process, this facilitation may include a warm hand-off of the household to a CHA Intake Specialist or administering a CHA assessment to the household myself upon receiving training to do so from Clackamas County.

I work to salvage the household's current housing if possible and it is safe, or if not, I seek alternative housing options. This may include communicating with stakeholders of the living arrangements to overcome conflicts and/or may include providing short-term financial assistance for things such as; rent, utilities, and other expenditures, which if covered would aid them in retaining permanent housing.

A continuation of my outreach would include the following if necessary; connecting members of the household with employment services, determining if they are receiving benefits they are eligible for (i.e. SNAP, OHP, etc.), and working with other area resources who may be able to assist the household. This continued outreach may include short-term financial assistance for job search expenditures/training/identification, which could result in increased income for the household. In my role as the HLO, I am able to serve as a case manager of sorts to connect households with available resources. With Oregon City being the county seat, I have a variety of resources at my fingertips.

#### **B. How will you deliver Homelessness Prevention?**

As is displayed in an article by the National Alliance to End Homelessness titled "Closing the Front Door: Creating a Successful Diversion Program for Homeless Families," (Reference cited: <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successful-diversion-program.pdf>) the same services are provided to households for Homeless System Diversion,



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Homelessness Prevention, and Rapid Re-Housing. The difference between the three service categories is the housing situation.

The article demonstrates the type of intervention used, given the housing situation. Homeless System Diversion is an approach used to divert households preparing to enter the homeless system from ever entering the system. Homelessness Prevention is used when a household faces an imminent/high risk of homelessness. Rapid Re-Housing intervention is used for those who are already homeless.

With a distinction between the three service categories established, the HLO program delivery of Homelessness Prevention would vary little, if any, from the approach to Homeless System Diversion. The difference is the distinction between the housing situations of each household in question.

In working with households to divert them from the homeless system or prevent them from becoming homeless, it is important to note these households may be in a state of crisis. As defined by Merriam-Webster a crisis is, “an emotionally significant event or radical change of status in a person’s life.”

In addition to being the HLO, I have specialized training as a hostage negotiator, which is perhaps more accurately referred to as a crisis negotiator. When notified of a household in need of Homelessness Prevention, Homeless System Diversion, or Rapid Re-Housing, I recognize the household may be in crisis.

Those in crisis can have difficulty thinking rationally, navigating resources available to them, and advocating for themselves. Given my skill set as a negotiator, my delivery of services to households include an effort to help them through their crisis. I work with households to have them assessed by the CHA, help them navigate housing options, provide financial assistance when necessary, and connect them with other resources when applicable/needed. By the end of this process, the goal is for the household to successfully navigate their crisis, regain clarity, and develop a confidence they can maintain permanent housing without further assistance from the HLO program. This approach has already proven to be successful in my experience as the HLO and as a negotiator.

The HLO program aims to provide no more than 4-6 months of assistance, with the objective of providing as little assistance as is necessary for the household to maintain permanent housing on their own.

**C. How will you deliver Rapid Re-Housing:**

The HLO program design is to be the initial point of contact with homeless individuals in the community. As Rapid Re-Housing aims to rapidly house individuals who are already homeless, my assignment as the HLO puts me in a unique position to deliver Rapid Re-Housing. During the course of my work, I meet homeless individuals wherever they may be living in our community; such as a camp, in a park, or at a day shelter. This approach differentiates the HLO program from

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other programs. Homeless persons need not schedule an appointment or come to the police department for assistance, I seek them out.

Upon meeting with these individuals, I begin an outreach process with them. I work to identify their barriers to homelessness. Once their barriers are identified, I work with them to eliminate those barriers if they want assistance. I proactively strive to eliminate those barriers using what I would call a "here and now" approach. I work under the philosophy that the best time to fix a problem is now.

Given the inherent instability of homelessness, it can be challenging for homeless individuals to even know where to begin with their efforts to overcome the obstacles they face. I work with them measuring successes, both big and small.

My delivery of Rapid Re-Housing includes ensuring the recipient(s) of assistance are assessed by the CHA. I seek housing options for the household in question and provide short-term financial assistance to quickly provide shelter for the household. As each household will face barriers specific to their situation, the amount of financial assistance/case management provided will vary from one household to the next. The HLO program aims to provide no more than 4-6 months of assistance, with the objective of providing as little assistance as is necessary for the household to maintain permanent housing on their own.

**D. How will the project be staffed:**

The Oregon City Police Department (OCPD) is a municipal entity. The City of Oregon City provides OCPD employees' wages and fringe benefits. This project will be staffed by OCPD employees to include the HLO and an administrative staff member who will manage the project. OCPD administrative staff currently manages other grants obtained by OCPD.

Staff for the project will be OCPD employees, who are paid by the City of Oregon City. Therefore, 100% of all funds granted under this application will go directly toward financial assistance for households assisted by this grant, absent funding for HMIS set up and licenses costs.

The HLO position is a full-time position created to address livability issues related to homelessness. My regular schedule as the HLO is Monday-Thursday from 7:00 a.m. - 5:00 p.m. Given the unpredictability of what one encounters on any given day as a police officer, after-hours meetings, or otherwise; my workweek may be in excess of 40 hours. Working weekday/daytime hours maximizes my ability to connect individuals with available resources during their hours of operation. OCPD administrative staff operates in a full-time capacity as well.

**E. How will you ensure that the outcomes are met or exceeded:**

The HLO program and supporting staff will ensure the project outcomes from this grant are met or exceeded by:

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- Providing consistent result-driven case management to recipient households
- Identifying realistic needs of recipient households to retain permanent housing after the end of subsidy and addressing those needs
- Being available for contact from recipient households for questions, guidance, and assistance
- Maintaining, harvesting, and utilizing relationships with community resources/partners who can help meet recipient households needs
- Tracking and documenting progress/set-backs to assistance provided
- Maintaining contact with recipient households for at least 90 days after subsidy ends to track the household's retention of permanent housing and providing additional case management when necessary
- Accurately gathering, documenting, entering comprehensive data needed to meet HMIS requirements and to determine effective strategies for recipient households
- Maintaining recipient household confidentiality throughout process
- Additional HLO Program Supporting Documentation

The Oregon City Police Department is the first law enforcement agency in Clackamas County to dedicate a full-time Homeless Liaison Officer to proactively seeking solutions to homelessness. The Clackamas County 2017 Point-in-Time Count of Homeless Individuals highlights the critical need for the innovative HLO approach implemented in the City of Oregon City.

A snapshot of the 2017 Clackamas County Point-in-Time Count on Homeless Individuals illustrates the following:

- 2017 Total Homeless Counted: 2,293
- Of the individuals surveyed, 1,025 provided a geographic location within the county where they were living at the time of the count.
- The Point-in-Time Count breaks down the geographic locations provided by city.
- List of prevalence of homelessness across Clackamas County based on geographic locations provided:
  - Oregon City – 202
  - Clackamas – 171
  - Molalla – 153
  - Milwaukie – 115
  - Bottom of the list: Rhododendron, Viola, and Aurora – 1

The numbers illustrate the abundant need for Homeless System Diversion, Homelessness Prevention, and Rapid Re-Housing throughout Clackamas County. With that being said, the numbers illustrate the greatest need for those service categories is in Oregon City.

The HLO program is currently working to end homelessness in Oregon City. If granted funding via this application, the HLO program will be able to change the lives of many more households.

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**F. Other materials that are relevant to this program:**

Below is an outreach story I wrote with consent from a formerly homeless individual I conducted outreach with as the HLO. The story clearly documents the approach and efforts put forth by the HLO program. The article was published December 5<sup>th</sup>, 2017 on the Oregon City Police Department's website and social media page.

**Matthew Smith Outreach Story**

After roughly a decade and a half of homelessness, Matthew Smith moved into his new home on October 1, 2017. I started outreach with Mr. Smith in September of this year at Clackamette Park in Oregon City. Mr. Smith struggled with both mental health and physical health conditions. While Smith was homeless, he was fortunate to have some income from Social Security.

I set a goal to connect Mr. Smith with the DHS Seniors and Persons with Disabilities Office. Given Mr. Smith's mental/physical health conditions, it was possible he was eligible for government assistance to get him into an assisted living or residential care facility. DHS Seniors and Persons with Disabilities Office could conduct an assessment of Mr. Smith to determine his eligibility.

On 10/25/17 I was dispatched a call from The Father's Heart Street Ministry regarding Mr. Smith. I picked Mr. Smith up from The Father's Heart Street Ministry and gave him a ride to the DHS Seniors and Persons with Disabilities Office for an intake assessment. I learned Mr. Smith was eligible for assisted living services and he now needed to find placement in a facility.

I continued to follow-up with Mr. Smith, who worked toward finding an assisted living/residential care facility with a vacancy. Mr. Smith was committed to finding a facility, was placed on waitlists, and ultimately told me he exhausted the list of facilities he had. I reached out to a couple of facilities and worked with DHS Seniors and Persons with Disabilities to have necessary documents sent to the facilities. One of the facilities was a residential care facility in the City of Molalla. I worked with staff at the residential care facility to set up an appointment for Mr. Smith at the location on 11/27/17.

On the morning of 11/27/17, I picked Mr. Smith up from the Oregon City Transit Center and gave him a ride to the residential care facility in Molalla for his appointment. Mr. Smith was ultimately approved to be a resident at the facility. I worked in collaboration with Mr. Smith's physician and the residential care facility to ensure all necessary paperwork was provided to allow for his admittance to the facility.

On 11/30/17, a staff member at Mountain View Community Church donated a television to Mr. Smith for his new room. Additionally, I gave Mr. Smith a ride to the Love INC Bridge of Hope Neighborhood Resource Center at 720 Jefferson St. in Oregon City. Love INC is assisting Mr. Smith by providing him with some "move-in" essentials as well.

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In an effort to start Mr. Smith off on the right foot in his new home, I reached out to Clackamas County Fire District #1 Community Paramedic Amy Jo Cook to see if she had any suggestions for how to acquire some clothing for Mr. Smith. Community Paramedic Amy Jo Cook had some funding available for such a situation and suggested we go shopping. Amy Jo Cook received a grant from Clackamas County giving her funds for homeless outreach. With that said, I met with Community Paramedic Amy Jo Cook and American Medical Response Community Paramedic Dan Hall at the Oregon City Goodwill and we went shopping for Mr. Smith. With much thanks to Amy Jo Cook and Clackamas Fire District #1's Community Paramedic program, Mr. Smith will have some clothes to put in his closet.

I met with the Robin Schmidt, the director of The Father's Heart Street Ministry, who happily agreed to give Mr. Smith a ride to his new Molalla home on 12/1/17. I received a text message from Robin on 12/1/17 informing me they arrived. Robin accompanied the text message with a picture message of her and Mr. Smith.

On 12/4/17 I went to see Mr. Smith at the facility. I had an opportunity to visit with Mr. Smith in his new room and snap a couple of photographs of him. Mr. Smith gave me permission to share his story. I'm hopeful his story will restore hope in those who may have given up on the thought of ending homelessness in their lives.

Another noteworthy part of Mr. Smith's story is this; during my outreach with Mr. Smith he had an open case in the Oregon City Municipal Court for Prohibited Camping. I had the opportunity to attend a couple of Mr. Smith's Court appearances, and Judge Laraine McNiece allowed me to speak about the work Mr. Smith and I had been doing together. Both Judge McNiece and the City Attorney Rebecca Schalager were open to creative approaches to resolving Mr. Smith's Prohibited Camping case.

Mr. Smith chose to plead guilty to the Prohibited Camping charge, but sentencing for the offense was deferred under special circumstances. Recognizing that ending Mr. Smith's homelessness would effectively resolve the Prohibited Camping issue, Judge McNiece and City Attorney Schalager were open to giving Mr. Smith time to find housing. However, the amount of time allotted was dependent upon Mr. Smith actively working to find housing. So long as Mr. Smith was doing everything he could do to find housing, his sentencing would be deferred and he would occasionally report to the court with updates about his progress.

Mr. Smith had an upcoming court date on 12/12/17 to inform the court on his progress. As Mr. Smith found housing, I communicated the good news to the court. I was informed by Judge McNiece that Mr. Smith did not need to attend the court date. Judge McNiece asked me to tell Mr. Smith they were proud of him the next time I saw him. The icing on the cake is Mr. Smith's Prohibited Camping charge will be dismissed.

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In addition to Mr. Smith's story highlighting the approach and successes of the HLO program, my work was recently featured on a segment by KATU called "Everyday Hero." Here is the link for the news story published on December 15<sup>th</sup> 2017 by KATU reporter Orion Ludlow:

<http://katu.com/features/everyday-heroes/everyday-heroes-oregon-city-homeless-liaison-officer-mike-day>

Additional outreach stories I've written as the Homeless Liaison Officer can be found on the Oregon City Police Department's website. These stories document the efforts being put forth by the HLO program to address homelessness in Oregon City. The outreach stories can be found here:

<https://www.orcity.org/police/outreach-stories>

*References*

- 1) Robin Schmidt, Director of The Father's Heart Street Ministry  
Work: (503) 722-9780, Cell: (831) 809-3099  
E-Mail: [tfhrobin@gmail.com](mailto:tfhrobin@gmail.com)
- 2) Oregon City Resident Richard Adams (Formerly Homeless)  
Cell: (971) 352-2128  
E-Mail: [harleyhogg98@yahoo.com](mailto:harleyhogg98@yahoo.com)

**Budget and Output Template****System Diversion, Homelessness Prevention and Rapid Re-Housing**

<b>Applicant:</b>	Oregon City Police Department
-------------------	-------------------------------

Estimated Project Period: 1/1/2018-6/30/2019

**Budget Summary**

Homeless System Diversion Proposed Amount (20%)	\$ 20,000.00
Homelessness Prevention Proposed Project Amount (40%)	\$ 40,000.00
Rapid Re-Housing Proposed Amount (40%)	\$ 40,000.00
<b>Total</b>	<b>\$ 100,000.00</b>

**Proposed Project Budget and Output Detail** (do not fill in the shaded cells)

Allowable Costs by Element	Amount Requested	Projected Total Households	Projected Total Persons
<b>Homeless System Diversion</b>		6.00	18.00
Participant rent and deposits	\$ 16,020.00		
Other eligible client assistance	\$ 2,972.00		
Personnel & mileage (up to 50% of total)	\$ 1,008.00		
Personnel FTE - enter number of full-time employees	0.00		
<b>Homelessness Prevention</b>		6.00	18.00
Participant rent and deposits	\$ 33,630.00		
Other eligible client assistance	\$ 6,370.00		
Personnel & mileage (up to 25% of total)	\$ 0.00		
Personnel FTE - enter number of full-time employees	0.00		
<b>Rapid Re-Housing</b>		6.00	10.00
Participant rent and deposits	\$ 33,630.00		
Other eligible client assistance	\$ 6,370.00		
Personnel & mileage (up to 25% of total)	\$ 0.00		
Personnel FTE - enter number of full time employees	0.00		
<b>Grand Total</b>	<b>\$ 100,000.00</b>	<b>18.00</b>	<b>46.00</b>

**(Optional) Additional Resources Committed to Project**

Service	Value	Source	Cash or In-Kind
<b>Homeless System Diversion</b>			
OCPD Project Staffing	\$ 93,750.00	City of Oregon City	In-Kind
<b>Homelessness Prevention</b>			
OCPD Project Staffing	\$ 93,750.00	City of Oregon City	In-Kind
<b>Rapid Re-Housing</b>			
OCPD Project Staffing	\$ 93,750.00	City of Oregon City	In-Kind
<b>Total</b>	<b>\$ 281,250.00</b>		

*OCPD Homeless System Diversion Grant Application  
Budget Narrative*

**Budget Narrative**

**A. Method for calculating each budget amount:**

To calculate each budget amount, I researched average monthly costs/one-time costs for the following:

- 1, 2, and 3 bedroom apartment rentals in Clackamas County
- Security deposits for apartment rentals in Clackamas County
- PGE utility bill
- Water/sewer and fees for a family of 3-4 according to Oregon City Utility Billing
- Oregon identification, State of Oregon birth certificate

**B. Detailed description of any additional resources you plan to contribute to each budget line for the project and their sources:**

My position as the HLO will continue to be completely funded by the Oregon City Police Department if awarded this grant. OCPD administrative staff managing this grant, if awarded, will also remain completely funded by OCPD.

**C. Whether the project can be scaled up or down should more or less money than requested be available:**

This project can be scaled up or down. With more or less funding than requested, the projected total households/persons assisted would simply be adjusted up or down in accordance with the funding granted.

**D. Description of the methodology and calculation used to determine the proposed outputs for each proposed service:**

- To determine the proposed outputs for rental assistance, I called several apartment complexes in Clackamas County. I inquired about monthly rental costs at the complexes for 1, 2, and 3 bedroom apartments. I then averaged the monthly costs for five of the complexes contacted, obtaining an average of \$1,066.00 (1 bedroom), \$1,335.00 (2 bedroom), and \$1,506.00 (3 bedroom).
- Of the apartment complexes contacted, security deposits ranged from \$300.00 to \$1,600.00. For the purposes of this budget I will assume a deposit of \$1,600.00.
- I spoke to PGE and learned company-wide the average utility bill is \$85.00 a month. I was also informed an average utility bill for houses ranging from 800-1500 square feet can be determined by multiplying the square footage by 12 cents a square foot.
- I spoke to Oregon City Utility billing and was informed an average family of 3-4 pays \$110.00 a month for water/sewer and fees in Oregon City.
- The cost to purchase an Oregon ID Card is \$44.50 and the cost for an Oregon Birth Certificate is \$25.00.
- Each household may require miscellaneous financial assistance for eligible costs on case-by-case basis.